

**INTERCONNECTION AGREEMENT**

**Effective as of January 1, 2001**

**by and between**

**VERIZON NEW ENGLAND INC.,**

**d/b/a**

**VERIZON MAINE**

**and**

**FUZION WIRELESS COMMUNICATIONS INC.**

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## INTERCONNECTION AGREEMENT

This Interconnection Agreement (“Agreement”) is effective as of the 1st day of January, 2001 (the “Effective Date”), by and between Verizon New England Inc., d/b/a Verizon Maine (“Verizon”), a New York corporation with offices at 185 Franklin Street, Boston, Massachusetts 02110 and Fuzion Wireless Communications Inc. (“Fuzion”), a Nevada corporation with offices at 5255 N. Federal Highway, Suite 300, Boca Raton, FL 33487.

WHEREAS Verizon and Fuzion (each a “Party” and collectively the “Parties”) want to interconnect their networks at mutually agreed upon points of interconnection to provide Telephone Exchange Services, Switched Exchange Access Services and other Telecommunications Services (all as defined below) to their respective Customers;

WHEREAS the Communications Act of 1934 as amended by the Telecommunications Act of 1996 (the “Act”) has specific requirements for Interconnection, unbundled Network Elements and resale service, and the Parties intend that this Agreement meet these requirements; and

WHEREAS, the Parties intend that in the event of a change in Applicable Law that materially affects any material term of this Agreement, the rights or obligations of either Party, or the ability of either Party to perform any material provision hereof, the Parties will negotiate in good faith such affected provisions with a view toward agreeing to acceptable new terms as may be required or permitted as a result of such change in Applicable Law; and

WHEREAS the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and provide other services as required by the Act.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Fuzion and Verizon hereby agree as follows:

## 1.0 DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below in this Section 1. All capitalized terms used but not defined herein shall have the meanings set forth in the Act.

1.1 “Act” means the Communications Act of 1934 (47 U.S.C. § 151 et. seq.), as from time to time amended (including, without limitation by the Telecommunications Act of 1996), and interpreted in the duly authorized rules and regulations of the FCC or the Commission.

1.2 “ADSL” or “Asymmetrical Digital Subscriber Line” means a transmission technology on twisted pair copper Loop plant, which transmits an asymmetrical digital signal of up to 6 Mbps to the Customer and up to 640 kbps from the Customer, as specified in ANSI standards T1.413-1998 and Verizon Technical Reference TR-72575.

1.3 “Agreement” means this Interconnection Agreement, including all Exhibits, Schedules, addenda and attachments referenced herein and/or appended hereto.

1.4 “Ancillary Traffic” means all traffic that is destined for ancillary services, or that may have special billing requirements, including but not limited to the following: BLV/BLVI, Directory Assistance, 911/E911, Operator Services (IntraLATA call completion), IntraLATA third party, collect and calling card, 800/888 database query, LIDB and information services requiring special billing as described in Section 7.1.

1.5 “ANI” or “Automatic Number Identification” means a signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party.

1.6 “Applicable Law” means all effective laws, regulations and orders applicable to each Party’s performance of its obligations hereunder.

1.7 “BFR” or “Bona Fide Request” means the process described in Exhibit B that prescribes the terms and conditions relating to a Party’s request that the other Party provide an unbundled Network Element that it is not otherwise required to provide under the terms of this Agreement.

1.8 “Busy Line Verification” or “BLV” means an operator request for a status check on the line of a called party. The request is made by one Party’s operator to an operator of the other Party. The verification of the status check is provided to the requesting operator.

1.9 “Busy Line Verification and Interrupt” or “BLVI” means a service that may be requested and provided when BLV has determined that a line is busy due to an ongoing call. BLVI

is an operator interruption of that ongoing call to inform the called party that a calling party is seeking to complete his or her call to the called party.

1.10 “CCS” or “Common Channel Signaling” means a method of transmitting call set-up and network control data over a digital signaling network separate from the public switched telephone network facilities that carry the actual voice or data content of the call. “SS7” means the common channel out of band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (“CCITT”) and the American National Standards Institute (“ANSI”). Verizon and Fuzion currently utilize this out-of-band signaling protocol. “CCSAC” or “CCSAS” means the Common Channel Signaling access connection or access service, respectively, which connects one Party’s signaling point of Interconnection (“SPOI”) to the other Party’s Signaling Transfer Point for the exchange of SS7 messages.

1.11 “Central Office” means a local switching system for connecting lines to lines, lines to trunks, or trunks to trunks for the purpose of originating/terminating calls over the public switched telephone network. A single Central Office may handle several Central Office codes (“NXX”). Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

1.12 “Central Office Switch” means a switch used to provide Telecommunications Services, including, but not limited to an End Office Switch or a Tandem Switch. A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

1.13 “CLASS Features” means certain CCS-based features available to Customers including, but not limited to: Automatic Call Back; Call Trace; Caller Identification; and future CCS-based offerings.

1.14 “Collocation” means an arrangement in which the equipment of one Party (the “Collocating Party”) is installed and maintained at the premises of the second Party (the “Housing Party”) for the purpose of Interconnection with or access to the unbundled Network Elements of the Housing Party.

1.15 “Commission” means the Maine Public Utilities Commission

1.16 “CLEC” or “Competitive Local Exchange Carrier” means any Local Exchange Carrier other than Verizon that is operating as such in Verizon’s certificated territory in Maine. Fuzion is or will shortly become a CLEC.

1.17 “CPN” or “Calling Party Number” is a Common Channel Signaling (“CCS”) parameter which identifies the calling party’s telephone number.

1.18 “Cross Connection” means a jumper cable or similar connection provided in connection with a Collocation arrangement at the digital signal cross connect, Main Distribution



Frame or other suitable frame or panel between (i) the Collocating Party's equipment and (ii) the equipment or facilities of the Housing Party.

1.19 "Customer" means a third party residence or business end-user subscriber to Telephone Exchange Services provided by either of the Parties, *provided, however*, that the term "Customer" does not include a Party.

1.20 "Digital Signal Level" means one of several transmission rates in the time-division multiplex hierarchy.

1.21 "Digital Signal Level 0" or "DS0" means the 64 kbps zero-level signal in the time-division multiplex hierarchy.

1.22 "Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy.

1.23 "Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level signal in the time-division multiplex hierarchy.

1.24 "End Office Switch" or "End Office" is a switching entity that is used to terminate Customer station Loops for the purpose of interconnection to each other and to trunks.

1.25 "Entrance Facility" means the facility between a Party's designated premises and the Central Office serving that designated premises.

1.26 "Exchange Message Interface" or "EMI" means the standard used for exchange of Telecommunications message information among Telecommunications Carriers for billable, non-billable, sample, settlement and study data. EMI format is contained in document SR-320 published by the Alliance for Telecom Industry Solutions.

1.27 "FCC" means the Federal Communications Commission.

1.28 "FCC Regulations" means the regulations duly and lawfully promulgated by the FCC, as in effect from time to time.

1.29 "HDSL" or "High-Bit Rate Digital Subscriber Line" means a transmission technology which transmits up to a DS1 – level signal, using any one of the following line codes: 2 Binary/1 Quaternary ("2B1Q"), Carrierless AM/PM, Discrete Multitone ("DMT"), or 3 Binary/1 Octal ("3BO").

1.30 "Independent Telephone Company" or "ITC" means any entity other than Verizon which, with respect to its operations within Maine, is an Incumbent Local Exchange Carrier.

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1.31 “Information Services Traffic” means Local Traffic or IntraLATA Toll Traffic which originates on a Telephone Exchange Service line and which is addressed to an information service provided over a Party’s information services platform (*e.g.*, NXX 976).

1.32 “Inside Wire” or “Inside Wiring” means all wire, cable, terminals, hardware and other equipment or materials on the Customer’s side of the Rate Demarcation Point.

1.33 “Integrated Digital Loop Carrier” or “IDLC” means a subscriber Loop carrier system which integrates within the switch at a DS1 level that is twenty-four (24) Loop transmission paths combined into a 1.544 Mbps digital signal.

1.34 “Integrated Services Digital Network” or “ISDN” means a switched network service providing end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (“BRI-ISDN”) provides for digital transmission of two 64 kbps bearer channels and one 16 kbps data and signaling channel (2B+D). Primary Rate Interface-ISDN (“PRI-ISDN”) provides for digital transmission of twenty three (23) 64 kbps bearer channels and one (1) 64 kbps data and signaling channel (23 B+D).

1.35 “Interexchange Carrier” or “IXC” means a carrier that provides, directly or indirectly, InterLATA or intraLATA Telephone Toll Services.

1.36 “Internet Traffic” means any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission.

1.37 “IP” or “Interconnection Point” means the point at which a Party who receives traffic originating on the network of the other Party assesses Reciprocal Compensation charges for the further transport and termination of that traffic.

1.37A “Line Sharing” is an arrangement by which Verizon facilitates Fuzion’s provision of ADSL (in accordance with T1.413), Splitterless ADSL (in accordance with T1.419), RADSL (in accordance with TR # 59), MVL (a proprietary technology), or any other xDSL technology that is presumed to be acceptable for shared line deployment in accordance with FCC rules, to a particular Customer location over an existing copper Loop that is being used simultaneously by Verizon to provide analog circuit-switched voice grade service to that Customer by making available to Fuzion, solely for Fuzion’s own use, the frequency range above the voice band on the same copper Loop required by Fuzion to provide such services. This Agreement addresses line sharing over loops that are entirely copper loops. The Parties do not intend anything in this Agreement to prejudice either Fuzion’s position that line sharing may occur on loops constructed of fiber optic cable, digital loop carrier electronics, and copper distribution cable or Verizon’s position that line sharing can only occur over copper loops or copper sub-loops.

1.38 “Line Side” means an End Office Switch connection that provides transmission, switching and optional features suitable for Customer connection to the public switched network, including loop start supervision, ground start supervision, and signaling for BRI-ISDN service.

1.39 “Local Traffic” means traffic that is originated by a Customer of one Party on that Party’s network and terminates to a Customer of the other Party on that other Party’s network within a given local calling area or expanded area service (“EAS”) area, as defined in Verizon’s effective Customer Tariffs. Local Traffic does not include any Internet Traffic.

1.40 “Loop” means a transmission path that extends from a Main Distribution Frame, DSX panel or functionally comparable piece of equipment in a Customer’s serving End Office to the Rate Demarcation Point (or NID if installed at the Rate Demarcation Point) in or at the Customer’s premises. The actual transmission facilities used to provide a Loop may utilize any of several technologies.

1.41 “Losses” means any and all losses, costs (including court cost), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses.

1.42 “Main Distribution Frame” or “MDF” generally means the primary point at which outside plant facilities terminate within a Wire Center, for Interconnection to other Telecommunications facilities within the Wire Center.

1.43 “MECAB” means the Multiple Exchange Carrier Access Billing (“MECAB”) document prepared by the Billing Committee of the Ordering and Billing Forum (“OBF”), which functions under the auspices of the Carrier Liaison Committee (“CLC”) of the Alliance for Telecommunications Industry Solutions (“ATIS”). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an Exchange Access service provided by two or more LECs, or by one LEC in two or more states, within a single LATA.

1.44 “MECOD” means the Multiple Exchange Carriers Ordering and Design (“MECOD”) Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of OBF. The MECOD document, published by Bellcore as Special Report SR-STS-002643, establishes methods for processing orders for Exchange Access service which is to be provided by two or more LECs.

1.45 “Meet-Point Billing” or “MPB” means an arrangement whereby two or more LECs jointly provide to a third party (*e.g.*, an Interexchange Carrier) the transport element of a Switched Exchange Access Service to one of the LECs’ End Office Switches. Each LEC receives an appropriate share of the transport element revenues as defined by their effective Exchange Access Tariffs.

1.46 “Meet Point Billing Traffic” means traffic that is subject to an effective Meet-Point Billing arrangement.

1.47 “Mid-Span Fiber Meet” means an Interconnection architecture whereby two carriers’ transmission facilities meet at a mutually agreed-upon Point of Interconnection (“POI”), limited by technical feasibility and the availability of facilities, utilizing a fiber hand-off and, at the delivering carrier’s option, may interface with such carrier’s collocated equipment to gain access to unbundled Network Elements.

1.48 “Network Interface Device” or “NID” means an interface provided by a telecommunications carrier, including all features, functions and capabilities of such interface, and terminating such carrier’s telecommunications network on the property where a Customer’s service is located at a point determined by such carrier. The NID contains an FCC Part 68 registered jack from which Inside Wire may be connected to Verizon’s network.

1.49 “North American Numbering Plan” or “NANP” means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

1.50 “Numbering Plan Area” or “NPA” is also sometimes referred to as an area code. There are two general categories of NPAs, “Geographic NPAs” and “Non-Geographic NPAs.” A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a “Service Access Code” or “SAC Code,” is typically associated with a specialized Telecommunications Service which may be provided across multiple geographic NPA areas; 800, 900, 700, 500 and 888 are examples of Non-Geographic NPAs.

1.51 “NXX,” “NXX Code,” or “End Office Code” means the three digit switch entity indicator (i.e., the first three digits of a seven digit telephone number).

1.52 “Percent Interstate Usage” or “PIU” is a factor that is used to determine the interstate portion of minutes of traffic exchanged via Traffic Exchange Trunks. PIU is developed from the measurement of calls in which the calling and called parties are not located within the same state. PIU is the first such factor applied to traffic for jurisdictional separation of traffic.

1.53 “Percent Local Usage” or “PLU” is a factor that is used to determine the portion of Local Traffic minutes exchanged via Traffic Exchange Trunks. PLU is developed from the measurement of calls in which the calling and called party are located within a given local calling area as defined in Verizon’s effective Customer Tariff(s). The PLU factor is applied to traffic only after the PIU factor has been applied for jurisdictional separation of traffic.

1.54 “Port Element” or “Port” means a line card (or equivalent) and associated peripheral equipment on an End Office Switch which interconnects individual Loops or individual Customer trunks with the switching components of an End Office Switch and the associated switching

functionality in that End Office Switch. Each Port is typically associated with one (or more) telephone number(s) which serves as the Customer's network address. The Port Element is part of the provision of unbundled local Switching Element.

1.55 "Point of Interconnection" or "POI" means the physical location where the originating Party's facilities physically interconnect with the terminating Party's facilities for the purpose of exchanging traffic.

1.56 "Rate Center Area" or "Exchange Area" means the geographic area that has been identified by a given LEC as being associated with a particular NPA-NXX code assigned to the LEC for its provision of Telephone Exchange Services. The Rate Center Area is the exclusive geographic area which the LEC has identified as the area within which it will provide Telephone Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center Area.

1.57 "Rate Center Point" means a specific geographic point, defined by a V&H coordinate, located within the Rate Center Area and used to measure distance for the purpose of billing Customers for distance-sensitive Telephone Exchange Services and Toll Traffic.

1.58 "Rate Demarcation Point" means the physical point in a Verizon-provided network facility at which Verizon's responsibility for maintaining that network facility ends and the Customer's responsibility for maintaining the remainder of the facility begins, as set forth in Verizon's applicable Tariffs, if any, or as otherwise prescribed under Applicable Law.

1.59 "Rating Point" or "Routing Point" means a specific geographic point identified by a specific V&H coordinate. The Rating Point is used to route inbound traffic to specified NPA-NXXs and is used to calculate mileage measurements for distance-sensitive transport charges of switched access services. Pursuant to Bellcore Practice BR-795-100-100, the Rating Point may be an End Office location or a "LEC Consortium Point of Interconnection." Pursuant to that same Bellcore Practice, examples of the latter shall be designated by a common language location identifier ("CLLI") code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The Rating Point/Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, the Rating Point/Routing Point associated with each NPA-NXX need not be the same as the corresponding Rate Center Point, nor must it be located within the corresponding Rate Center Area, nor must there be a unique and separate Rating Point corresponding to each unique and separate Rate Center Area.

1.60 "Reciprocal Compensation" means the arrangement for recovering costs incurred for the transport and termination of Local Traffic originating on one Party's network and terminating on the other Party's network (as set forth in Section 5.7).

1.61 INTENTIONALLY OMITTED

1.62 “Service Control Point” or “SCP” means the node in the Common Channel Signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from a service switching point (“SSP”) and via a Signaling Transfer Point, performs subscriber or application-specific service logic, and then sends instructions back to the SSP on how to continue call processing.

1.63 “Signaling Transfer Point” or “STP” means a specialized switch that provides SS7 network access and performs SS7 message routing and screening.

1.64 “Switched Access Detail Usage Data” means a category 1101XX record as defined in the EMI Bellcore Practice BR-010-200-010.

1.65 “Switched Access Summary Usage Data” means a category 1150XX record as defined in the EMI Bellcore Practice BR-010-200-010.

1.66 “Switched Exchange Access Service” means the offering of transmission and switching services for the purpose of the origination or termination of Toll Traffic. Switched Exchange Access Services include but may not be limited to: Feature Group A, Feature Group B, Feature Group D, 700 access, 800 access, 888 access and 900 access.

1.67 “Switching Element” is the unbundled Network Element that provides a CLEC the ability to use switching functionality in a Verizon End Office switch, including all vertical services that are available on that switch, to provide Telephone Exchange Service to its end user Customer(s). The Switching Element is provisioned with a Port Element, which provides Line Side access to the Switching Element.

1.68 “Tandem Switch” or “Tandem Office” or “Tandem” is a switching entity that has billing and recording capabilities and is used to connect and switch trunk circuits between and among End Office Switches and between and among End Office Switches and carriers’ aggregation points, points of termination, or points of presence, and to provide Switched Exchange Access Services.

1.69 “Tandem Transit Traffic” or “Transit Traffic” means Telephone Exchange Service traffic that originates on Fuzion’s network, and is transported through a Verizon Tandem to the Central Office of a CLEC, ITC, Commercial Mobile Radio Service (“CMRS”) carrier, or other LEC, that subtends the relevant Verizon Tandem to which Fuzion delivers such traffic. Pursuant to Section 7.2.6, Transit Traffic may also mean Telephone Exchange Service traffic that originates on Verizon’s network, and is transported through a Fuzion Tandem to the Central Office of a CLEC, ITC, CMRS carrier, or other LEC, that subtends the relevant Fuzion Tandem to which Verizon delivers such traffic. Subtending Central Offices shall be determined in accordance with and as identified in the Local Exchange Routing Guide (“LERG”). Switched Exchange Access Service traffic is not Tandem Transit Traffic.

1.70 “Tariff” means any applicable federal or state tariff of a Party, or standard agreement or other document that sets forth the generally available terms and conditions, each as may be amended by the Party from time to time, under which a Party offers a particular service, facility or arrangement. A Tariff shall not include Verizon’s “Statement of Generally Available Terms and Conditions for Interconnection, Unbundled Network Elements, Ancillary Services and Resale of Telecommunications Services” which has been approved or is pending approval by the Commission pursuant to Section 252(f) of the Communications Act of 1934, 47 U.S.C. § 252(f).

1.71 “Toll Traffic” means traffic that is originated by a Customer of one Party on that Party’s network and terminates to a Customer of the other Party on that Party’s network and is not Local Traffic or Ancillary Traffic. Toll Traffic may be either “IntraLATA Toll Traffic” or “InterLATA Toll Traffic,” depending on whether the originating and terminating points are within the same LATA.

1.72 “Trunk Side” means a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity (*e.g.*, another carrier’s network). Trunk Side connections offer those transmission and signaling features appropriate for the connection of switching entities.

1.73 “V and H Coordinates Method” means a method of computing airline miles between two points by utilizing an established formula which is based on the vertical and horizontal coordinates of the two points.

1.74 “Voice Grade” means either an analog signal of 300 to 3000 Hz or a digital signal of 56/64 kilobits per second. When referring to digital Voice Grade service (a 56/64 kbps channel), the terms “DS-0” or “sub-DS-1” may also be used.

1.75 “Wire Center” means a building or portion thereof which serves as a Routing Point for Switched Exchange Access Service. The Wire Center serves as the premises for one or more Central Offices.

## **2.0 INTERPRETATION AND CONSTRUCTION**

2.1 All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The headings used in this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including Verizon or other third party offerings, guides or practices), statute, regulation, governmental rule or Tariff is to such agreement, instrument, statute, regulation, or governmental rule or Tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, governmental rule or Tariff, to any successor provision).

2.2 Each Party hereby incorporates by reference those provisions of its Tariffs that govern the provision of any of the services or facilities provided hereunder. Subject to the terms set forth in Section 20 regarding rates and charges, if any provision of this Agreement and an applicable Tariff cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this Agreement shall prevail, provided that in all cases the more specific shall prevail over the more general. If any provision contained in this main body of the Agreement and any Schedule or Exhibit hereto cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of the Agreement shall prevail. The fact that a condition, right, obligation, or other term appears in this Agreement but not in any such Tariff or in such Tariff but not in this Agreement, shall not be interpreted as, or be deemed grounds for finding, a conflict for purposes of this Section 2.

### **3.0 SCOPE**

3.1 This Agreement sets forth the terms, conditions and pricing under which Verizon and Fuzion will offer and provide to each other within each LATA in which they operate within Maine: a) Interconnection and access to unbundled Network Elements and ancillary services for their respective use in providing Telephone Exchange Service; b) resale of local Telecommunications Services; and c) services related to a) and b). As such, this Agreement is an integrated package that reflects a balancing of interests critical to the Parties. It will be submitted to the Commission, and the Parties will refrain from requesting any action to change, suspend or otherwise delay implementation of the Agreement.

3.2 The Parties agree that the performance of the terms of this Agreement will satisfy Verizon's obligation to provide Interconnection, unbundled Network Elements and Telecommunications for resale under the Act, and Applicable Law.

### **4.0 INTERCONNECTION AND PHYSICAL ARCHITECTURE**

#### **4.1 Interconnection Activation**

Subject to the terms and conditions of this Agreement, and the interconnection-related obligations and requirements of Applicable Law, each Party shall exercise commercially reasonable efforts to enable Fuzion to provide fully operational service predominantly over its own Telephone Exchange Service facilities (which include unbundled Network Elements) to business Customers in accordance with Fuzion's intended implementation schedule in Maine, attached hereto as Schedule 4.1. To that end, the Parties will establish and perform to milestones such as trunking arrangements for Traffic Exchange, timely submission of Access Service Requests, 911 Interconnection establishments, SS7 Certification and arrangements for alternate-billed calls.

#### **4.2 Trunk Types and Interconnection Points**



**4.2.1 Trunk Types.** Section 4 describes the architecture for Interconnection of the Parties' facilities and equipment over which the Parties shall configure the following separate and distinct trunk groups:

Traffic Exchange Trunks for the transmission and routing of terminating Local Traffic, Tandem Transit Traffic, translated LEC IntraLATA toll free service access code (*e.g.* 800/888/877) traffic, IntraLATA Toll Traffic, and, where agreed to between the Parties and as set forth in Section 4.3.7, InterLATA Toll Traffic between their respective Telephone Exchange Service Customers pursuant to Section 251 (c)(2) of the Act, and Internet Traffic, all in accordance with Section 5;

Access Toll Connecting Trunks for the transmission and routing of Exchange Access traffic, including translated InterLATA toll free service access code (*e.g.*, 800/888/877) traffic, between Fuzion Telephone Exchange Service Customers and purchasers of Switched Exchange Access Service via a Verizon Tandem, pursuant to Section 251(c)(2) of the Act, in accordance with Section 6;

Information Services Trunks for the transmission and routing of terminating Information Services Traffic in accordance with Section 7;

BLV/BLVI Trunks for the transmission and routing of terminating BLV/BLVI traffic, in accordance with Section 19;

911/E911 Trunks for the transmission and routing of terminating E911/911 traffic, in accordance with Section 7;

Directory Assistance Trunks for the transmission and routing of terminating directory assistance traffic, in accordance with Section 19;

Operator services (IntraLATA call completion) Trunks for the transmission and routing of terminating IntraLATA call completion traffic, in accordance with Section 19; and

Other Trunks as may be requested and agreed to by the Parties.

**4.2.2 Interconnection Points.** Each Party shall establish Interconnection Points ("IPs") at the available locations designated in Schedule 4.1. The mutually agreed-upon IPs on the Fuzion network from which Fuzion will provide transport and termination of traffic to its Customers shall be designated as the Fuzion Interconnection Points ("Fuzion-IPs"). The mutually agreed-upon IPs on the Verizon network from which Verizon will provide transport and termination of traffic to its Customers shall be designated as the Verizon Interconnection Point(s) ("Verizon-IP(s)"); provided that such Verizon-IP(s) shall be either the Verizon terminating End Office serving the Verizon Customer or the Verizon Tandem subtended by the

terminating End Office serving the Verizon Customer. Each Party is responsible for delivering its terminating traffic to the other Party's relevant IP.

4.2.2.1 Each Party shall make available at least one designated IP in each Verizon Tandem Serving Area in each LATA in which it has Customers as designated in Schedule 4.1. Any additional traffic that is not covered in Schedule 4.2 shall be subject to separate negotiations between the Parties, except that either Party may deliver traffic of any type or character to the other Party for termination as long as the delivering Party pays the receiving Party's then current tariffed Switched Exchange Access rates applicable to such traffic.

4.2.3 **Points of Interconnection.** As and to the extent required by Section 251 of the Act, the Parties shall provide Interconnection of their networks at any technically feasible point, as described in Section 4.3. To the extent the originating Party's POI is not located at the terminating Party's relevant IP, the originating Party is responsible for transporting its traffic from its POI to the terminating Party's relevant IP.

4.2.4 **Geographic Relevance.** In the event either Party fails to make available a geographically relevant End Office or functional equivalent as an IP and POI on its network, the other Party may, at any time, request that the first Party establish such additional technically feasible point as an IP and/or POI. Such requests shall be made as a part of the Joint Process established pursuant to Section 10.1. A "geographically relevant" IP shall mean an IP that is located within the Verizon local calling area of equivalent Verizon end user Customers, but no greater than twenty five (25) miles from the Verizon Rate Center Point of the Verizon NXX serving the equivalent relevant end user Customers, or, with the mutual agreement of the Parties, an existing and currently utilized IP within the LATA but outside the foregoing Verizon local calling area and/or twenty five (25) mile radius. "Equivalent" customers shall mean customers served by either Party and which are assigned telephone numbers in the same Rate Center. If after thirty (30) days following said request such geographically relevant handoffs have not been made available by Fuzion, Fuzion shall bill and Verizon shall pay only the End Office Reciprocal Compensation rate for the relevant NXX less Verizon's transport rate from Verizon's originating End Office to Verizon-IP.

#### 4.3 Physical Architectures

4.3.1 Fuzion shall have the sole right and discretion to specify any of the following three methods for interconnection at any of the Verizon-IPs where facilities are available:

- (a) a physical or virtual Collocation node Fuzion established at the Verizon-IP; and/or

## FUZION - VERIZON Interconnection Agreement for Maine

(b) a physical or virtual Collocation node established separately at the Verizon-IP by a third party with whom Fuzion has contracted for such purposes; and/or

(c) an Entrance Facility and transport (where applicable) leased from Verizon (and any necessary multiplexing), to the Verizon-IP.

4.3.2 Fuzion shall provide its own facilities or purchase necessary transport for the delivery of traffic to any Collocation arrangement it establishes at a Verizon-IP pursuant to Section 13.

4.3.3 Fuzion may order from Verizon any of the Interconnection methods specified above in accordance with the rates, order intervals, and other terms and conditions in the Agreement, in any applicable Tariff(s), or as may be subsequently agreed to between the Parties.

4.3.4 Verizon shall have the sole right and discretion to specify any of the following methods for Interconnection at any of the Fuzion-IPs where facilities are available:

(a) a physical, virtual or other alternative Collocation node Verizon establishes at the Fuzion-IP; and/or

(b) a physical, virtual or other alternative Collocation node established separately at the Fuzion-IP by a third party with whom Verizon has contracted for such purposes; and/or

(c) an Entrance Facility leased from Fuzion (and any necessary multiplexing), to the Fuzion-IP.

4.3.5 Verizon shall provide its own facilities or purchase necessary transport for the delivery of traffic to any Collocation node it establishes at a Fuzion-IP pursuant to Section 13.

4.3.6 Verizon may order from Fuzion any of the Interconnection methods specified above in accordance with the order intervals and other terms and conditions, including, without limitation, rates and charges, set forth in this Agreement, in any applicable Tariff(s), or as may be subsequently agreed to between the Parties.

4.3.7 Under any of the architectures described in this Section 4.3, and subject to mutual agreement between the Parties, either Party may utilize the Traffic Exchange Trunks for the termination of InterLATA Toll Traffic in accordance with the terms contained in Section 5 and pursuant to the other Party's Switched Exchange Access Service Tariffs. The other Party's Switched Exchange Access Service rates shall apply to such facilities.

4.3.8 The publication “Bellcore Technical Publication GR-342-CORE; High Capacity Digital Special Access Service, Transmission Parameter Limits and Interface Combination” describes the specification and interfaces generally utilized by Verizon and is referenced herein to assist the Parties in meeting their respective Interconnection responsibilities.

#### 4.4 Alternative Interconnection Arrangements

4.4.1 In addition to the foregoing methods of Interconnection, and subject to mutual agreement of the Parties, the Parties may agree to establish a Mid-Span Fiber Meet arrangement which may include a SONET backbone with an electrical interface at the DS-3 level in accordance with the terms of this Section 4.4. The fiber meet point shall be designated as the POI for both Parties. In the event the Parties agree to adopt a Mid-Span Fiber Meet arrangement, each Party agrees to (a) bear all expenses associated with the purchase of equipment, materials, or services necessary to facilitate and maintain such arrangement on its side of the fiber hand-off to the other Party and (b) compensate the terminating Party for transport of traffic from the POI to the terminating Party’s IP at rates set forth in Exhibit A.

4.4.2 The establishment of any Mid-Span Fiber Meet arrangement is expressly conditioned upon the Parties' reaching prior written agreement on routing, appropriate sizing and forecasting, equipment, ordering, provisioning, maintenance, repair, testing, augment, and compensation procedures and arrangements, reasonable distance limitations, and on any other arrangements necessary to implement the Mid-Span Fiber Meet arrangement. Any Mid-Span Fiber Meet arrangement requested at a third-party premises is expressly conditioned on the Parties having sufficient capacity at the requested location to meet such request, on unrestricted 24-hour access for both Parties to the requested location, on other appropriate protections as reasonably deemed necessary by either Party, and on an appropriate commitment that such access and other arrangements will not be changed or altered.

4.4.3 Mid-Span Fiber Meet arrangements shall be used only for the termination of Local Traffic and IntraLATA Toll Traffic unless and until such time as the Parties have agreed to permit its utilization for other traffic types and unless and until the Parties have agreed in writing on appropriate compensation arrangements relating to the exchange of other types of traffic over such Mid-Span Fiber Meet, and only where facilities are available.

4.4.4 Fuzion and Verizon shall work cooperatively to install and maintain a reliable network as agreed pursuant to Section 4.4.2. Fuzion and Verizon shall exchange appropriate information (*e.g.*, maintenance contact numbers, information related to the jointly constructed network configuration, information required to comply with law enforcement and other security agencies of the Government and such other information as the Parties shall mutually agree) to achieve this desired reliability.

4.4.5 Fuzion and Verizon shall work cooperatively to apply sound network management principles and network management controls to alleviate or to prevent congestion.

**4.5 Intentionally Omitted**

**5.0 TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)**

**5.1 Scope of Traffic**

Section 5 prescribes parameters for Traffic Exchange Trunks used for Interconnection pursuant to Section 4.0

**5.2 Trunk Group Connections and Ordering**

**5.2.1 One-Way and Two-Way Trunking Requirements**

The following provisions shall apply to the provision of both One-Way and Two-Way Traffic Exchange Trunks.

5.2.1.1 Verizon and Fuzion will engineer all Traffic Exchange Trunks using a network loss plan conforming to ANSI T1.508-1998 and ANSI T1.508-1998 Supplement A.

5.2.1.2 SS7 Common Channel Signaling is required for Two-Way Traffic Exchange Trunking. For One-Way Traffic Exchange Trunking, SS7 Common Channel Signaling shall be used where available. When SS7 Signaling is not available, Multi-Frequency Signaling (MF) may be used.

5.2.1.3 The Parties agree to offer and provide to each other B8ZS Extended Superframe Format (ESF) facilities, where available.

5.2.1.4 The Parties will support intercompany 64kbps clear channel where available.

5.2.1.5 Both Parties shall use either a DS1 or DS3 interface for Traffic Exchange Trunk group connections at the Point of Interconnection. Upon mutual agreement, the Parties may use higher speed interfaces, such as STS-1 or OC-n, at the Point of Interconnection, when and where available, in accordance with the Joint Process prescribed in Section 10.

5.2.1.6 Each Party will identify its Carrier Identification Code, a three or four digit numeric obtained from Telcordia, to the other Party when ordering a trunk group.

5.2.1.7 Unless mutually agreed to by both Parties, each Party will outpulse ten (10) digits to the other Party.

5.2.1.8 Orders between the Parties to establish, add, change or disconnect trunk groups shall be processed by use of an Access Service Request (ASR) in accordance with Ordering and Billing Forum Guidelines, as in effect or amended from time to time.

5.2.1.9 Intentionally omitted

5.2.1.10 Fuzion will not charge Verizon for any reconfiguration of internetwork facilities when such reconfiguration is required by a Fuzion initiated change to Fuzion's network design or configuration. Each Party shall bear its own expenses for any such reconfiguration of internetwork facilities.

5.2.1.11 Tandem (final) trunk groups between a Fuzion end office and Verizon access tandem shall be engineered using a design blocking standard of Neal-Wilkenson B.005 during the average time consistent busy hour. Tandem (final) trunk groups to a Verizon local tandem shall be engineered using a design blocking standard of Neal-Wilkenson B.01 during the average time consistent busy hour.

## **5.2.2 One-Way Trunking Requirements**

5.2.2.1 Subject to Section 5.2, the Parties may configure separate One-Way Traffic Exchange Trunk groups for traffic from Fuzion to Verizon, and for traffic from Verizon to Fuzion, respectively; however, either Party may at its discretion order the trunk groups equipped as Two-Way Traffic Exchange trunks or for traffic interchange subject to the conditions set forth below in Section 5.2.3. For One-Way trunk groups, each Party will be responsible for timing and sizing of trunk groups under its control.

5.2.2.2 Each Party will use commercially reasonable efforts to monitor its trunk groups and to augment those groups using generally accepted trunk engineering standards so as to not exceed design blocking objectives. Each Party agrees to use modular trunk engineering techniques where practical.

5.2.2.3 In the event that traffic destined to a specific Verizon End Office which is carried by Tandem (final) Traffic Exchange Trunk groups between a Fuzion Switch and a Verizon Tandem exceeds the CCS busy hour equivalent of one DS-1 during any two-month period ("Excess Traffic"), Fuzion shall promptly establish new direct trunk groups to the applicable Verizon End Office(s) consistent with the grade of service and quality parameters set forth in the Joint Process. If Fuzion leases such direct trunk groups from Verizon, then Fuzion shall promptly submit an ASR to Verizon to establish such new direct trunk groups to the applicable Verizon End Office(s). Notwithstanding any provision to the contrary in this Agreement, if Fuzion fails to establish such new direct trunk groups to the applicable Verizon

End Office(s) consistent with this provision, Verizon shall, after notification, charge and Fuzion shall pay, the Tandem Reciprocal Compensation rate as specified in Exhibit A hereto for such Excess Traffic.

5.2.2.4 In the event that traffic between a Verizon End Office and Fuzion switch exceeds the CCS busy hour equivalent of one DS-1 or 200,000 combined minutes of use per month during any two-month period, Verizon shall have the right to establish new direct trunk groups from the applicable Verizon End Office(s) to the Fuzion switch, consistent with the grade of service quality parameters set forth in the Joint Process.

### **5.2.3 Two-Way Trunking Requirements**

Verizon shall provide two-way Traffic Exchange Trunks pursuant, and subject, to the terms and conditions set forth below:

5.2.3.1 Except to the extent the Parties may have already done so, the Parties shall conduct a joint planning meeting ("Joint Planning Meeting") prior to requesting two-way Traffic Exchange Trunks. At that Joint Planning Meeting, each Party shall provide to the other Party originating CCS information, and the Parties shall agree on the appropriate initial number of Two-Way End Office (high usage) and Tandem (final) End Office and Tandem Traffic Exchange Trunks and the interface specifications at the Point of Interconnection ("POI"). At the Joint Planning Meeting, the Parties shall also mutually agree on the conversion process and project intervals for requests to convert existing End Office and Tandem One-Way Traffic Exchange Trunks to End Office and Tandem Two-Way Traffic Exchange Trunks.

5.2.3.2 The Parties shall meet (telephonically or in person) from time to time, as needed, to review data on End Office and Tandem Two-Way Traffic Exchange Trunks to determine the need for new trunk groups and to plan any necessary changes in the number of Two-Way Traffic Exchange Trunks.

5.2.3.3 On a semi-annual basis, Fuzion shall submit a good faith forecast to Verizon of the number of End Office and Tandem Two-Way Traffic Exchange Trunks that Fuzion anticipates that it will require from Verizon during the ensuing two (2) year period. Fuzion's trunk forecasts shall conform to the Verizon CLEC trunk forecasting guidelines as in effect from time to time.

5.2.3.4 With respect to End Office Two-Way Traffic Exchange Trunks, both Parties shall use an economic CCS equal to five (5). Tandem Two-Way Traffic Exchange Trunk groups that connect to a Verizon access Tandem shall be engineered using a design blocking objective of Neal-Wilkenson B.005 during the average time consistent busy hour; Tandem Two-Way Traffic Exchange Trunk groups that connect to a Verizon local Tandem shall be engineered using a design blocking objective of Neal Wilkenson B.01 during the average time consistent busy hour. Verizon and Fuzion shall engineer Two-Way Local Interconnection Trunks using national standards.

5.2.3.5 Fuzion shall determine and order the number of Two-Way Traffic Exchange Trunks that are required to meet the applicable design blocking objective for all traffic carried on each Two-Way Traffic Exchange Trunk group. Fuzion shall order Two-Way Traffic Exchange Trunks by submitting ASRs to Verizon setting forth the number of Two-Way Traffic Exchange Trunks to be installed and the requested installation dates within Verizon's effective standard intervals or negotiated intervals, as appropriate. Fuzion shall complete ASRs in accordance with Ordering and Billing Forum Guidelines as in effect from time to time. Verizon may monitor Two-Way Traffic Exchange Groups using service results for the applicable design blocking objective. If Verizon observes blocking in excess of the applicable design objective on any final Two-Way Traffic Exchange Trunk group and Fuzion has not notified Verizon that it has corrected such blocking, Verizon may submit to Fuzion a Trunk Group Service Request directing Fuzion to remedy the blocking. Upon receipt of a Trunk Group Service Request, Fuzion will complete an ASR to augment the Two-Way Traffic Exchange Group with excessive blocking and submit the ASR to Verizon within five (5) business days.

5.2.3.6 The Parties will review all Tandem Two-Way Traffic Exchange Trunk groups that reach a utilization level of sixty percent (60%) to determine whether those groups should be augmented. Fuzion will promptly augment all Tandem Two-Way Traffic Exchange Trunk groups that reach a utilization level of eighty percent (80%) by submitting ASRs for additional trunks sufficient to attain a utilization level of approximately sixty percent (60%), unless the Parties agree that additional trunking is not required. For each Tandem Two-Way Traffic Exchange Trunk group with a utilization level of less than sixty percent (60%), Fuzion will promptly submit ASRs to disconnect a sufficient number of Traffic Exchange Trunks to attain a utilization level of approximately sixty percent (60%) for each respective group, unless the Parties agree that the Traffic Exchange Trunks should not be disconnected. In the event Fuzion fails to submit an ASR for Two-Way Traffic Exchange Trunks in conformance with this section, Verizon may bill Fuzion for the excess Traffic Exchange Trunks at the applicable rates set forth in Exhibit A.

5.2.3.7 The performance standard on final Two-Way Traffic Exchange Trunks shall be that no such Traffic Exchange Trunk group will exceed its design blocking objective (B.005 or B.01, as applicable) for three (3) consecutive calendar traffic study months.

5.2.3.8 Upon request, Fuzion will submit a written report to Verizon each month setting forth trunk utilization information and percentages. Fuzion will calculate utilization percentages by using the traffic data analyzation system specified by Verizon and industry standard study periods.

5.2.3.9 Two-Way Traffic Exchange Trunks shall be from a Verizon End Office or Tandem to a mutually agreed upon POI.

5.2.3.10 Because Verizon will not be in control of the timing and sizing of the Two-Way Traffic Exchange Trunks between its network and Fuzion's network, Verizon's



traffic blockage performance and any other aspect of its performance that is outside the control of Verizon on these Two-Way Traffic Exchange Trunk groups shall not be subject to any performance measurements and remedies.

5.2.3.11 Upon three (3) months prior written notice, either Party may withdraw its traffic from a Two-Way Traffic Exchange Trunk group and install One-Way Traffic Exchange Trunks to the other Party's POI. Once a Party has withdrawn its traffic from any of the Two-Way Traffic Exchange Trunks pursuant to this Section 5.2.3.11, the other Party shall pay all rates and charges applicable to such Two-Way Traffic Exchange Trunks.

5.2.3.12 Notwithstanding any other provision of this Agreement, Two-Way Traffic Exchange Trunks shall only carry Local Traffic, IntraLATA Toll Traffic and Internet Traffic.

5.2.3.13 If Fuzion materially breaches a material term of this Section 5.2.3, and has not remedied such breach within thirty (30) days of written notice thereof, Verizon may cease provisioning Two-Way Traffic Exchange Trunks to Fuzion under this Agreement.

5.2.3.14 In the event the traffic volume between a Verizon End Office and the Fuzion POI, which is carried by a Final Tandem Traffic Exchange Trunk group, exceeds the CCS busy hour equivalent of one (1) DS-1 at any time or 200,000 combined minutes of use for a single month, unless the Parties agree that new End Office Two-Way Traffic Exchange Trunks should not be established, Fuzion shall promptly submit an ASR to Verizon to establish new End Office Two-Way Traffic Exchange Trunks between that Verizon End Office and the Fuzion POI. Notwithstanding any provision to the contrary in this Agreement, if Fuzion fails to establish such new direct trunk groups to the applicable Verizon End Office(s) consistent with this provision, Verizon shall, after notification, charge and Fuzion shall pay, the Tandem Reciprocal Compensation rate as specified in Exhibit A hereto for such Excess Traffic.

5.2.3.15 Any Tandem Two-Way Traffic Exchange Trunk group between the Fuzion's POI and a Verizon Tandem will be limited to a maximum of 240 trunks (i.e., 10 DS-1s) unless otherwise agreed to by the Parties. In the event that any Tandem Two-Way Traffic Exchange Trunk group exceeds the 240 trunk level at any time, Fuzion shall promptly submit an ASR to Verizon to establish new or additional End Office Trunk groups to insure that such Tandem Two-Way Traffic Exchange Trunk group does not exceed the 240 trunk level.

5.2.3.16 Fuzion will route its traffic to Verizon over the End Office and Tandem Two-Way Traffic Exchange Trunks in accordance with industry standards, including but not limited to those industry standards requiring that a call from Fuzion to a Verizon End Office will first be routed to the End Office Traffic Exchange Trunk group between Fuzion and the Verizon End Office.

5.2.3.17 When the Parties implement Two-Way Traffic Exchange Trunks, the Parties will work cooperatively to calculate a Proportionate Percentage of Use or "PPU"

factor, where the numerator is the total number of minutes of traffic carried from Fuzion to Verizon on all Two-Way Traffic Exchange Trunks and the denominator is the total number of minutes of traffic carried over such Two-Way Traffic Exchange Trunks. The PPU factor will be used to determine the monthly recurring charges Fuzion will pay for Two-Way Traffic Exchange Trunks. Verizon will calculate the monthly recurring charges by applying the monthly recurring rates set forth in Exhibit A attached hereto to each Two-Way Traffic Exchange Trunk (as measured from the Verizon-IP to the Fuzion-IP), adding together all of those rates and then multiplying the total by the PPU. The PPU shall not be applied to calculate the charges on any portion of any Two-Way Traffic Exchange Trunk that extends beyond Fuzion's IP. During the first calendar quarter (and any partial quarter) after Two-Way Traffic Exchange Trunks are initially established, the PPU will be fifty percent (50%). In each quarter thereafter, the Parties may recalculate the PPU using actual traffic usage data for the preceding three (3) month period. When Two-Way Traffic Exchange Trunks are initially established and existing One-Way Traffic Exchange Trunks are converted to Two-Way Traffic Exchange Trunks, Fuzion will pay non-recurring charges. Verizon will calculate the non-recurring charges by applying the non-recurring rates set forth in Exhibit A attached hereto to each Two-Way Traffic Exchange Trunk installed or converted, adding together all of those rates and then multiplying the total by fifty (50) percent. If Fuzion fails to provide geographically relevant interconnection points in accordance with this Agreement, the PPU will be one hundred percent (100%) until Fuzion establishes such geographically relevant interconnection points. Nothing in this Section 5.2 changes the Parties' obligations under this Agreement to provide for the transport and termination of traffic beyond their respective Interconnection Points.

5.2.3.18 When Two-Way Traffic Exchange Trunks are provisioned using a DS-3 interface facility, Fuzion shall order the multiplexed DS-3 facilities to the Verizon Central Office that is designated in the NECA 4 Tariff as an Intermediate Hub location. The specific NECA 4 Intermediate Hub location to be used for Two-Way Traffic Exchange Trunks shall be in the appropriate Tandem subtending area based on the LERG. In the event the appropriate DS-3 Intermediate Hub is not used in the ordering process, then Fuzion shall pay 100% of the facility charges.

### 5.3 Switching System Hierarchy and Trunking Requirements

For purposes of routing Fuzion traffic to Verizon, the subtending arrangements between Verizon Tandem Switches and Verizon End Office Switches shall be the same as the Tandem/End Office subtending arrangements Verizon maintains for the routing of its own or other carriers' traffic. For purposes of routing Verizon traffic to Fuzion, the subtending arrangements between Fuzion Tandem Switches (or functional equivalent) and Fuzion End Office Switches (or functional equivalent) shall be the same as the Tandem/End Office subtending arrangements (or functional equivalent) which Fuzion maintains for the routing of its own or other carriers' traffic.

#### 5.4 Signaling

Subject to the conditions set forth in Section 11.7, each Party will provide the other Party with access to its databases and associated signaling necessary for the routing and completion of the other Party's traffic in accordance with the provisions contained in Section 17.

#### 5.5 Grades of Service

The Parties shall initially engineer and shall jointly monitor and enhance all trunk groups consistent with the Joint Process as set forth in Section 10.

#### 5.6 Measurement and Billing

5.6.1 For billing purposes, each Party shall pass Calling Party Number ("CPN") information on at least ninety-five percent (95%) of calls carried over the Traffic Exchange Trunks.

5.6.1.1 If the originating Party passes CPN on ninety-five percent (95%) or more of its calls, the receiving Party shall bill the originating Party the Local Traffic call completion rate, intrastate Exchange Access rates, intrastate/interstate Tandem Transit Traffic rates, or interstate Switched Exchange Access Service rates applicable to each minute of traffic, as provided in Exhibit A and applicable Tariffs, for which CPN is passed. For any remaining (up to 5%) calls without CPN information, the receiving Party shall bill the originating Party for such traffic at the Local Traffic call completion rate, intrastate Switched Exchange Access Service rates, intrastate/interstate Tandem Transit Traffic rates, or interstate Switched Exchange Access Service rates applicable to each minute of traffic, as provided in Exhibit A and applicable Tariffs, in direct proportion to the minutes of use of calls passed with CPN information.

5.6.1.2 If the originating Party passes CPN on less than ninety-five percent (95%) of its calls and the originating Party chooses to combine Local and Toll Traffic on the same trunk group, the terminating Party shall bill its interstate Switched Exchange Access Service rates for all traffic passed without CPN unless the Parties agree that such other rates should apply to such traffic.

5.6.2 At such time as either Party has the capability, on an automated basis, to use such CPN information to classify traffic delivered by the other Party as either Local Traffic or Toll Traffic, such receiving Party shall bill the originating Party the Local Traffic call completion rate, intrastate Exchange Access rates, or interstate Exchange Access rates applicable to each minute of Traffic for which CPN is passed, as provided in Exhibit A and applicable Tariffs. If the receiving Party lacks the capability, on an automated basis, to use CPN information to classify on an automated basis traffic delivered by the other Party as either Local Traffic or Toll Traffic, the originating Party will supply a PIU and PLU factor. The PIU and PLU factors applicable upon the Effective Date are specified in Schedule 5.6. Such factors may be updated by the originating Party quarterly by written notification.

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5.6.3 Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds. Measurement of billing minutes for originating toll free service access code (*e.g.*, 800/888/877) calls shall be in accordance with applicable Tariffs.

5.7 Reciprocal Compensation Arrangements -- Section 251(b)(5)

5.7.1 The Parties shall compensate each other for the transport and termination of Local Traffic over the terminating carrier's switch in accordance with Section 251(b)(5) of the Act at the rates provided in the Detailed Schedule of Itemized Charges (Exhibit A hereto), as may be amended from time to time in accordance with Exhibit A and Section 20 or, if not set forth therein, in the applicable Tariff(s) of the terminating Party, as the case may be. These rates are to be applied at the Fuzion-IP for traffic delivered by Verizon, and at the Verizon-IP for traffic delivered by Fuzion. No additional charges shall apply for the termination of such Local Traffic delivered to the Verizon-IP or the Fuzion-IP by the other Party, except as set forth in Exhibit A. When such Local Traffic is terminated over the same trunks as Toll Traffic, any port or transport or other applicable access charges related to the delivery of Toll Traffic from the IP to an end user shall be prorated to be applied only to the Toll Traffic. The designation of traffic as Local Traffic for purposes of Reciprocal Compensation shall be based on the actual originating and terminating points of the complete end-to-end communication.

5.7.2 Transport and termination of the following types of traffic shall not be subject to the Reciprocal Compensation arrangements set forth in this Section 5.7, but instead shall be treated as described or referenced below:

(a) Local Traffic originating with a third party carrier and delivered by Verizon to Fuzion shall be treated as Tandem Transit Service under Section 7.2.

(b) For any traffic originating with a third party carrier and delivered by Fuzion to Verizon, Fuzion shall pay Verizon the same amount that such third party carrier would have been obligated to pay Verizon for termination of that traffic at the location the traffic is delivered to Verizon by Fuzion.

(c) Switched Exchange Access Service and InterLATA or IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable Tariffs and, where applicable, by a Meet-Point Billing arrangement in accordance with Section 6.3.

(d) No Reciprocal Compensation shall apply to Internet Traffic.

(e) No Reciprocal Compensation shall apply to special access, private line, or any other traffic that is not switched by the terminating Party.

(f) IntraLATA intrastate alternate-billed calls (*e.g.*, collect, calling card, and third-party billed calls originated or authorized by the Parties' respective Customers in Maine) shall be treated in accordance with an arrangement mutually agreed to by the Parties.

(g) Any other traffic not specifically addressed in this Section 5.7 shall be treated as provided elsewhere in this Agreement, or if not so provided, as required by the applicable Tariff of the Party transporting and/or terminating traffic.

5.7.3 Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls which that Party rates as "local" in its Customer Tariffs.

5.7.4 Each Party reserves the right to audit all Traffic, up to a maximum of one (1) audit per calendar year, to ensure that rates are being applied appropriately; provided, however, that either Party shall have the right to conduct an additional audit if the preceding audit disclosed material errors or discrepancies. Each Party agrees to provide the necessary Traffic data in conjunction with any such audit in a timely manner. Such audit shall be conducted subject to confidentiality protection and during regular business hours. Audits shall be performed by a mutually acceptable independent, third-party auditor paid for by the Party requesting the audit. The Party requesting the audit shall also pay all of its other costs associated with the audit.

5.7.5 The Parties will engage in settlements of intraLATA intrastate alternate-billed calls (*e.g.*, collect, calling card, and third-party billed calls) originated or authorized by their respective Customers in Maine in accordance with an arrangement mutually agreed to by the Parties.

## **6.0 TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO 251(c)(2)**

### **6.1 Scope of Traffic**

Section 6 prescribes parameters for certain trunks to be established over the Interconnections specified in Section 4 for the transmission and routing of traffic between Fuzion Telephone Exchange Service Customers and Interexchange Carriers ("Access Toll Connecting Trunks"), in any case where Fuzion elects to have its End Office Switch subtend a Verizon Tandem. This includes casually-dialed (1010XXX and 101XXXX) traffic.

### **6.2 Access Toll Connecting Trunk Group Architecture**

6.2.1 If Fuzion chooses to subtend a Verizon access Tandem then Fuzion's NPA/NXX must be assigned by Fuzion to subtend the same Verizon access Tandem that a Verizon NPA/NXX serving the same Rate Center subtends as identified in the LERG.

6.2.2 Fuzion shall establish Access Toll Connecting Trunks pursuant to applicable access Tariffs by which it will provide Tandem-transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic to and from Fuzion's Customers.

6.2.3 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow Fuzion's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to a Verizon Tandem. If Fuzion collocates at a Verizon access Tandem, applicable Tariff rates and charges shall apply for transport and switching.

6.2.4 The Access Toll Connecting Trunks shall be two-way trunks. Such trunks shall connect the End Office or Tandem Switch Fuzion utilizes to provide Telephone Exchange Service and Switched Exchange Access to its customers in a given LATA to the Tandem(s) Verizon utilizes to provide Exchange Access in such LATA.

### 6.3 Meet-Point Billing Arrangements

6.3.1 Fuzion and Verizon will establish Meet-Point Billing ("MPB") arrangements in order to provide a common transport option to Switched Access Services Customers via a Tandem Switch in accordance with the Meet-Point Billing guidelines contained in the OBF's MECAB and MECOD documents, except as modified herein, and in Verizon's applicable Switched Access Service Tariffs. The arrangements described in this Section 6 are intended to be used to provide Switched Exchange Access Service that originates and/or terminates with a Telephone Exchange Service Customer of either Party that is provided by either Party, where the transport component of the Switched Exchange Access Service is routed through a Tandem Switch that is provided by Verizon.

6.3.2 In each LATA, the Parties shall establish MPB arrangements between the applicable Rating Point/Verizon Serving Wire Center combinations.

6.3.3 Interconnection for the MPB arrangement shall occur at the Verizon access Tandems in the LATA, unless otherwise agreed to by the Parties.

6.3.4 Fuzion and Verizon will use reasonable efforts, individually and collectively, to maintain provisions in their respective state access Tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor Tariff sufficient to reflect the MPB arrangements established pursuant to this Agreement.

6.3.5 In general, there are four alternative Meet-Point Billing arrangements possible, which are:

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(a) “Single Bill/Single Tariff” in which a single bill is presented to the Interexchange Carrier and each Local Exchange Carrier involved applies rates for its portion of the services from the same Tariff.

(b) “Multiple Bill/Single Tariff” in which each involved Local Exchange Carrier presents separate bills to the Interexchange Carrier and each carrier involved applies rates for its portion of the service from the same Tariff.

(c) “Multiple Bill/Multiple Tariff” in which each involved Local Exchange Carrier presents separate bills to the Interexchange Carrier, and each carrier involved applies rates for its portion of the service from its own unique Tariff.

(d) “Single Bill/Multiple Tariff” in which one bill is rendered to an Interexchange Carrier from all LECs who are jointly providing Switched Exchange Access Service. A single bill consists of all rate elements applicable to access services billed on one statement of charges under one bill account number using each LEC’s appropriate access Tariffs. The bill could be rendered by, or on behalf of, any of the Local Exchange Carriers involved in the provision of service.

Each Party shall implement the “Multiple Bill/Single Tariff” or “Multiple Bill/Multiple Tariff” option, as appropriate, in order to bill an IXC for the portion of the jointly provided Telecommunications Service provided by that Party. Alternatively, each Party may use the New York State Access Pool on its behalf to implement Single Bill/Multiple Tariff or Single Bill/Single Tariff option, as appropriate, in order to bill an IXC for the portion of the jointly provided telecommunications service provided by each Party.

6.3.6 The rate elements to be billed by each Party are as set forth in Verizon’s applicable Tariffs. The actual rate values for each Party’s affected Switched Exchange Access Service rate element shall be the rates contained in that Party’s own effective federal and state access Tariffs, or other document that contains the terms under which that Party’s access services are offered. The MPB billing percentages for each Rating Point/Verizon Serving Wire Center combination shall be calculated in accordance with the formula set forth in Section 6.3.15.

6.3.7 Each Party shall provide the other Party with the billing name, billing address, Carrier Identification Code (“CIC”) of the IXC, and identification of the IXC’s Serving Wire Center in order to comply with the MPB notification process as outlined in the MECAB document via facsimile or such other media as the Parties may agree to.

6.3.8 Verizon shall provide Fuzion with the Switched Access Detail Usage Data (EMI category 1101XX records) on magnetic tape or via such other media as the Parties may agree to, no later than ten (10) business days after the date the usage occurred.

6.3.9 Fuzion shall provide Verizon with the Switched Access Summary Usage Data (EMI category 1150XX records) on magnetic tape or via such other media as the Parties may

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agree, no later than ten (10) business days after the date of its rendering of the bill to the relevant IXC, which bill shall be rendered no less frequently than monthly.

6.3.10 All usage data to be provided pursuant to Sections 6.3.8 and 6.3.9 shall be sent to the following addresses:

To Fuzion:	Michael Blahnik 5255 N. Federal Highway Suite 300 Boca Raton, FL 33487
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To Verizon:	New York State Access Pool
C/O	ACM, Inc.
	941 River Road
	Schenectady, N.Y. 12306
	Attn: Mark Ferri

Either Party may change its address for receiving usage data by notifying the other Party in writing pursuant to Section 28.10.

6.3.11 Each Party shall coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers or Operating Company Number ("OCN"), as appropriate, for the MPB Service. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number, or if the OCN changes.

6.3.12 Each Party agrees to provide the other Party with notification of any errors it discovers within 30 calendar days of the receipt of the original data. In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data and, if such reconstruction is not possible, shall accept a reasonable estimate of the lost data based upon prior usage data.

6.3.13 Either Party may request a review or audit of the various components of access recording up to a maximum of one (1) audit per calendar year; provided, however, that either Party shall have the right to conduct an additional audit in a calendar year if the preceding audit disclosed material errors or discrepancies. All costs associated with each review and audit shall be borne by the requesting Party. Such review or audit shall be conducted subject to confidentiality protection and during regular business hours. Audits shall be performed by a mutually acceptable independent, third-party auditor.

6.3.14 Nothing contained in this Section 6.3 shall create any liability for damages, Losses, claims, costs, injuries, expenses or other liabilities whatsoever on the part of either Party



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(other than as may be set forth in MECAB or in any applicable Tariff, subject to the limitations on liability set forth in this Agreement).

6.3.15 MPB will apply for all traffic bearing the 500, 900, toll free service access code (*e.g.* 800/888/877) (to the extent provided by an IXC) or any other non-geographic NPA which may be likewise designated for such traffic in the future. In the event Fuzion determines to offer Telephone Exchange Services in another LATA in Maine in which Verizon operates a Tandem Switch, Verizon shall permit and enable Fuzion to subtend the Verizon Tandem Switch(es) designated for the Verizon End Offices in the area where the Fuzion Rating Point(s) associated with the NPA-NXX(s) to/from which the Switched Exchange Access Services are homed. The MPB billing percentages for each new Routing Point/Verizon Serving Wire Center combination shall be calculated according to the following formula:

$$\begin{aligned} a / (a + b) &= \text{Fuzion Billing Percentage} \\ &\text{and} \\ b / (a + b) &= \text{Verizon Billing Percentage} \end{aligned}$$

where:

a = the airline mileage between the Routing Point and the actual point of interconnection for the MPB arrangement; and

b = the airline mileage between the Verizon serving Wire Center and the actual point of interconnection for the MPB arrangement.

6.3.16 Fuzion shall inform Verizon of the LATA in which it intends to offer Telephone Exchange Services and its calculation of the billing percentages which should apply for such arrangement, as part of the notice required by Section 4.5.1. Within ten (10) business days of Fuzion's delivery of notice to Verizon, Verizon and Fuzion shall confirm the new Routing Point/Verizon Serving Wire Center combination and billing percentages.

### 6.4 Toll Free Service Access Code (*e.g.*, 800/888/877) Traffic

The following terms shall apply when either Party delivers toll free service access code (*e.g.*, 800/888/877) ("800") calls to the other Party for completion.

6.4.1 When Fuzion delivers toll free service access code calls that have been queried to an "800" database to Verizon for completion

(a) to an IXC:

(i) Fuzion shall provide an appropriate EMI record to Verizon for processing and Meet Point Billing in accordance with Section 6.3 above; and

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(ii) Fuzion shall bill the IXC the Fuzion query charge associated with the call.

(b) as an IntraLATA call to Verizon or another LEC that is a toll free service access code service provider in the LATA:

(i) Fuzion shall provide an appropriate EMI record to the toll free service access code service provider; and

(ii) Fuzion's Tariffed Feature Group D ("FGD") Switched Exchange Access or Reciprocal Compensation charges, as applicable, and the Fuzion query charge, shall be assessed to the toll free service access code service provider; and

(iii) Verizon shall assess applicable Tandem Transit Service charges and associated passthrough charges to Fuzion in accordance with Section 7.2.

6.4.2 When Verizon delivers toll free service access code calls that have been queried to an "800" database, originated by Verizon's or another LEC's Customers, to Fuzion for completion

(a) when the queried call is a FGD Switched Exchange Access Service call handed off to Fuzion, Verizon shall:

(i) bill Fuzion the Verizon query charge associated with the call as specified in Exhibit A; and

(ii) bill Fuzion Verizon's applicable Tariffed FGD Switched Exchange Access charges associated with the call.

(b) where the queried call is an intraLATA call that is handed off to Fuzion in CLEC's capacity as a toll free service access code service provider:

(i) Verizon shall bill Fuzion the Verizon query charge associated with the call as specified in Exhibit A; and

(ii) Verizon shall provide an appropriate EMI record to Fuzion; and

(iii) Verizon's Tariffed FGD Switched Exchange Access or Reciprocal Compensation charges shall be billed to Fuzion as applicable.

6.4.3 Verizon will not direct unqueried toll free service access code calls to Fuzion.

## **7.0 TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC**

### **7.1 Information Services Traffic**

The following provisions shall apply only to Fuzion-originated Information Services Traffic directed to an information services platform connected to Verizon's network. At such time as Fuzion connects Information Services platforms to its network, the Parties shall agree upon a comparable arrangement for Verizon-originated Information Services Traffic. The Information Services Traffic subject to the following provisions is switched voice traffic, delivered to information service providers who offer recorded announcement information or open discussion information programs to the general public. Information Services Traffic does not include Internet Traffic.

7.1.1 Fuzion shall have the option to route Information Services Traffic that originates on its own network to the appropriate information services platform(s) connected to Verizon's network. In the event Fuzion exercises such option, Fuzion will establish a dedicated trunk group to the Verizon information services serving switch. This trunk group will be utilized to allow Fuzion to route Information Service Traffic originated on its network to Verizon.

7.1.2 Fuzion shall provide an electronic file transfer or monthly magnetic tape containing recorded call detail information to Verizon.

#### **7.1.2.1 INTENTIONALLY OMITTED**

7.1.3 For calls to variable rated information services (*e.g.*, NXX 550, 540, 976, 970, 940 as applicable), Fuzion shall bill and collect information services provider charges from its Customers. The Parties shall exchange call detail information and handle adjustments, according to the terms selected by Fuzion contained in Schedule 7.1.3. Verizon shall charge Fuzion Customer usage detail rates as specified in Exhibit A. Prior to establishing interconnection for Information Services Traffic, Fuzion may be required to complete acceptance testing of its billing arrangement with Verizon.

7.1.4 Fuzion shall bill and collect such information services provider charges and remit the amounts collected to Verizon less:

- (a) The Information Services Billing and Collection fee set forth in Exhibit A;
- and

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(b) An uncollectibles reserve calculated based on the uncollectibles reserve in Verizon's billing and collection agreement with the applicable information services provider; and

(c) Customer adjustments provided by Fuzion.

Fuzion shall provide to Verizon sufficient information regarding uncollectibles and Customer adjustments to allow Verizon to pass through the adjustments to the information services provider, and Verizon shall pass through such adjustments. However, if the information services provider disputes such adjustments and refuses to accept such adjustments, Fuzion shall reimburse Verizon for all such disputed adjustments. Final resolution regarding all disputed adjustments shall be solely between Fuzion and the information services provider.

7.1.5 Nothing in this Agreement shall restrict either Party from offering, or obviate either Party's obligations, if any, under Applicable Law to offer, to its Telephone Exchange Service Customers the ability to block the completion of Information Service Traffic or from establishing such blocking as the default and requiring that such Customers make an affirmative request to remove the blocking.

7.1.6 To the extent either Party offers variable rated (*e.g.*, 976, 554, and/or 915, as applicable) information services, the Parties may agree to separate arrangements for the billing and compensation of such services.

7.1.7 The Information Services Traffic addressed herein does not include 555 traffic or similar traffic with AIN service interfaces, which traffic shall be subject to separate arrangements between the Parties.

### 7.2 Tandem Transit Traffic Service ("Transit Service")

7.2.1 Transit Service provides Fuzion with the transport of Tandem Transit Traffic as provided below. Neither the originating nor terminating Customer is a Customer of Verizon.

7.2.2 Transit Traffic may be routed over the Traffic Exchange Trunks described in Sections 4 and 5. Fuzion shall deliver each Transit Traffic call to Verizon with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of those CLASS Features supported by Verizon and billing functions. In all cases, each Party shall follow the Exchange Message Interface ("EMI") standard and exchange records between the Parties.

7.2.3 Fuzion shall exercise its best efforts to enter into a reciprocal Telephone Exchange Service traffic arrangement (either via written agreement or mutual Tariffs) with any CLEC, ITC, CMRS carrier, or other LEC, to which it terminates Telephone Exchange Service traffic that transits Verizon's Tandem Office. If Fuzion does not enter into and provide notice to

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Verizon of the above referenced arrangement within 180 days of the initial traffic exchange with relevant third party carriers, then Verizon may, at its sole discretion, terminate Transit Service at any time upon thirty (30) days written notice to Fuzion. Upon receipt of such written notice, Fuzion may contact Verizon to schedule a meeting between the Parties at the Vice Presidential level in order to attempt to resolve the matter prior to the scheduled termination of Transit Service.

7.2.4 Fuzion shall pay Verizon for Transit Service that Fuzion originates at the rates specified in Exhibit A, plus any additional charges or costs the terminating CLEC, ITC, CMRS carrier, or other LEC, imposes or levies on Verizon for the delivery or termination of such traffic, including any Switched Exchange Access Service charges.

7.2.5 Verizon will not provide Tandem Transit Traffic Service for Tandem Transit Traffic that exceeds one (1) DS1 level volume of calls.

7.2.6 If or when a third party carrier's Central Office subtends a Fuzion Central Office, then Fuzion shall offer to Verizon a service arrangement equivalent or the same as Transit Service provided by Verizon to Fuzion as defined in this Section 7.2 such that Verizon may terminate calls to a Central Office of another CLEC, ITC, CMRS carrier, or other LEC, that subtends a Fuzion Central Office ("Reciprocal Transit Service"). Fuzion shall offer such Reciprocal Transit Service arrangements under terms and conditions no less favorable than those provided in this Section 7.2.

7.2.7 Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal traffic exchange agreement with any carrier to which it originates, or from which it terminates, traffic.

### 7.3 911/E911 Arrangements

7.3.1 Fuzion may, at its option, interconnect to the Verizon 911/E911 selective routers or 911 Tandem Offices, as appropriate, that serve the areas in which Fuzion provides Telephone Exchange Services, for the provision of 911/E911 services and for access to all subtending Public Safety Answering Points ("PSAP"). In such situations, Verizon will provide Fuzion with the appropriate CLLI codes and specifications of the Tandem Office serving area. In areas where E911 is not available, Fuzion and Verizon will negotiate arrangements to connect Fuzion to the 911 service.

7.3.2 Path and route diverse Interconnections for 911/E911 shall be made at the Fuzion-IP, the Verizon-IP, or other points as necessary and mutually agreed, and as required by Applicable Law.

7.3.3 Within thirty (30) days of its receipt of a request from Fuzion and to the extent authorized by the relevant federal, state, and local authorities, Verizon will provide Fuzion with the following at no charge:

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(a) a file on diskette or other mutually agreed upon medium containing the Master Street Address Guide ("MSAG") for each county within the LATA(s) specified in this Agreement, which MSAG shall be updated no more frequently than monthly and a complete copy of which shall be made available on an annual basis;

(b) a list of the address, CLLI code, and an associated NXX of each 911/E911 selective router or 911 Tandem Office(s) in the area in which Fuzion plans to offer Telephone Exchange Service;

(c) a list of the address, CLLI code, associated NXX, contact name and phone number of each Public Safety Answering Point ("PSAP") in each county in the area in which Fuzion plans to offer Telephone Exchange Service;

(d) a list of Verizon personnel who currently have responsibility for each county's 911 requirements;

(e) the ten-digit subscriber number for each PSAP or the "main" PSAP that subtends each Verizon 911/E911 selective router or 911 Tandem Office to which Fuzion is interconnected for the transfer of "0-" calls to the PSAP;

(f) any special 911 trunking requirements for each 911/E911 selective router or 911 Tandem Office;

(g) an electronic interface, when available, through which Fuzion shall input and provide a daily update of 911/E911 database information related to appropriate Fuzion Customers. Until such time as an electronic interface is available, Fuzion shall provide Verizon with all appropriate 911 information such as name, address, and telephone number in writing for Verizon's entry into the 911 database system. Any 911-related data exchanged between the Parties prior to the availability of an electronic interface shall conform to Verizon standards, whereas 911-related data exchanged electronically shall conform to the National Emergency Number Association standards;

(h) return of any Fuzion E911 data entry files containing errors, so that Fuzion may ensure the accuracy of the Customer records; and

(i) a Design Layout Record ("DLR") of a 911 (CAMA) trunk, if applicable.

7.3.4 Verizon and Fuzion will use commercially reasonable efforts to facilitate the prompt, robust, reliable and efficient Interconnection of Fuzion systems to the 911/E911 platforms.

7.3.5 Verizon and Fuzion will work cooperatively to arrange meetings with PSAPs to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the 911/E911 arrangements.

7.3.6 In the event Fuzion obtains connections from Verizon, Fuzion will compensate Verizon for connections to its 911/E911 pursuant to Exhibit A.

7.3.7 Fuzion will comply with all applicable rules and regulations pertaining to the provision of 911/E911 services in Maine.

7.4 INTENTIONALLY OMITTED

## **8.0 NUMBER RESOURCES, RATE CENTERS AND RATING POINTS**

8.1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any Central Office Codes ("NXX") pursuant to the Central Office Code Assignment Guidelines and any relevant FCC or Commission orders, as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Centers and Rating Points corresponding to such NXX codes.

8.2 It shall be the responsibility of each Party to program and update its own switches and network systems in accordance with the LERG in order to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities, except as expressly set forth in this Agreement.

8.3 Unless otherwise required by Commission order, the Rate Center Areas will be the same for each Party. During the term of this Agreement, Fuzion shall adopt the Rate Center Area and Rate Center Points that the Commission has approved for Verizon, in all areas where Verizon and Fuzion service areas overlap, and Fuzion shall assign whole NPA-NXX codes to each Rate Center Area unless the LEC industry adopts alternative methods of utilizing NXXs in the manner adopted by the NANP.

8.4 Fuzion will also designate a Routing Point for each assigned NXX code. Fuzion shall designate one location for each Rate Center Area as the Routing Point for the NPA-NXXs associated with that Area, and such Routing Point shall be within the same LATA as the Rate Center Area but not necessarily within the Rate Center Area itself.

8.5 Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended, and nothing in this Agreement shall be construed, to in any way constrain Fuzion's choices regarding the size of the local calling area(s) that Fuzion may establish for its Customers, which local calling areas may be larger than, smaller than, or identical to Verizon's local calling areas.

## **9.0 NETWORK MAINTENANCE AND MANAGEMENT; OUTAGES**

**9.1 Cooperation** The Parties will work cooperatively to install and maintain a reliable network. Fuzion and Verizon will exchange appropriate information (*e.g.*, maintenance contact numbers, escalation procedures, network information, information required to comply with law enforcement and other security agencies of the Government) to achieve this desired reliability. In addition, the Parties will work cooperatively to apply sound network management principles to alleviate or to prevent congestion and to minimize fraud associated with third number billed calls, calling card calls, and any other services related to this Agreement.

**9.2 Responsibility for Following Standards** Each Party recognizes a responsibility to follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the service or any facilities of the other Party or any third parties connected with or involved directly in the network of the other.

### **9.3 Repeated or Willful Interference or Impairment**

If Party A reasonably determines that the characteristics, facility or service or methods of operation used by Party B will or are likely to interfere with or impair Party A's provision of services, Party A may interrupt or temporarily suspend any service or facilities provided to Party B that gives rise to or is likely to give rise to the interference or impairment, subject to the following:

9.3.1 Except in emergency situations, Party A shall have given Party B at least ten (10) days' prior written notice of the interference or impairment or potential interference or impairment and the need to correct the condition within said time period; and,

9.3.2 Upon correction of the interference or impairment, Party A will promptly restore the temporarily suspended service or facility. During such period of suspension or interruption, there will be no compensation or credit allowance by Party A to Party B.

### **9.4 Outage Repair Standard**

In the event of an outage or trouble in any arrangement, facility, or service being provided by a Party hereunder, the providing Party will follow Verizon standard procedures for isolating and clearing the outage or trouble. Fuzion and Verizon may agree to modify those procedures from time to time based on their experience with comparable Interconnection arrangements with other carriers.

### **9.5 Notice of Changes -- Section 251(c)(5)**

If a Party makes a change in the information necessary for the transmission and routing of services using that Party's network, or any other change in its network which it believes will materially affect the interoperability of its network with the other Party's network, the Party making the change shall publish at least ninety (90) days in advance of such change, and shall

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use reasonable efforts to publish at least one hundred eighty (180) days notice where practicable; provided, however, that if an earlier publication is required by the FCC's or Commission's rules, including, *e.g.*, the Network Disclosure rules set forth in the FCC Regulations, the Party will comply with such rules.

## **10.0 JOINT NETWORK IMPLEMENTATION AND GROOMING PROCESS; INSTALLATION, MAINTENANCE, TESTING AND REPAIR.**

### **10.1 Joint Network Implementation and Grooming Process**

Upon the request of either Party, the Parties shall jointly develop an implementation and grooming process (the "Joint Grooming Process" or "Joint Process") which may define and detail, *inter alia*,

(a) standards to ensure that Traffic Exchange Trunks experience a grade of service, availability and quality which is comparable to that achieved on interoffice trunks within Verizon's network and in accord with all appropriate relevant industry-accepted quality, reliability and availability standards. Trunks provided by either Party for Interconnection services will be engineered using a design blocking objective of B.01 (Blocking Level B.01 - high-day-network-busy-hour blocking standard as defined in Bellcore's special report - (Bellcore - ST TAP000191);

(b) the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but not limited to, standards and procedures for notification and discoveries of trunk disconnects;

(c) disaster recovery provision escalations;

(d) additional technically feasible and geographically relevant IP(s) in a LATA as provided in Sections 4.2.3 and 4.2.4; and

(e) such other matters as the Parties may agree, including, *e.g.*, End Office to End Office high usage trunks as good engineering practices may dictate.

Nothing in this Section 10.1 shall affect either Party's obligations to meet the milestone dates set forth in Schedule 4.1 hereof.

### **10.2 Installation, Maintenance, Testing and Repair**

Unless otherwise agreed to by the Parties, installation, maintenance, testing and repair components of Interconnection shall be equal in quality to that provided by each of the Parties to itself, any subsidiary, affiliate or third party, to the extent required by Applicable Law. If either Party is unable to fulfill its obligations under this Section 10.2, it shall notify the other Party of

its inability to do so and will negotiate alternative intervals in good faith. The Parties agree that the standards to be used by each Party for isolating and clearing any disconnections and/or other outages or troubles shall be at parity with standards used by each Party with respect to itself, any subsidiary, affiliate or third party, to the extent required by Applicable Law.

### 10.3 Forecasting Requirements for Trunk Provisioning

Within ninety (90) days of executing this Agreement, or at least one business day prior to the initial network joint planning meeting, Fuzion shall provide Verizon a two (2) year traffic forecast. This initial forecast will provide the amount of traffic to be delivered to Verizon over each of the Traffic Exchange Trunk groups over the next eight (8) quarters. The forecast shall be updated and provided to Verizon on an as-needed basis but no less frequently than semiannually. All forecasts shall comply with the Verizon CLEC Interconnection Trunking Forecast Guide and shall include, at a minimum, Access Carrier Terminal Location (“ACTL”), traffic type (Local Traffic/Toll Traffic, Operator Services, 911, etc.), code (identifies trunk group), A location/Z location (CLLI codes for Fuzion-IP’s and Verizon-IP’s), interface type (*e.g.*, DS1), and trunks in service each year (cumulative).

#### 10.3.1 Initial Forecasts/Trunking Requirements for One-Way Trunking

This Section 10.3.1 only applies to one way-Trunk groups established under this Agreement. Because Verizon’s trunking requirements will, at least during an initial period, be dependent on the Customer segments and service segments within Customer segments to whom Fuzion decides to market its services, Verizon will be largely dependent on Fuzion to provide accurate trunk forecasts for both inbound (from Verizon) and outbound (from Fuzion) traffic. Verizon will, as an initial matter and upon request, provide the same number of trunks to terminate Local Traffic to Fuzion as Fuzion provides to terminate Local Traffic to Verizon, unless Fuzion expressly identifies particular situations that are expected to produce traffic that is substantially skewed in either the inbound or outbound direction, in which case Verizon will provide the number of trunks Fuzion suggests; provided, however, that in all cases Verizon’s provision of the forecasted number of trunks to Fuzion is conditioned on the following: that such forecast is based on reasonable engineering criteria, there are no capacity constraints, and Fuzion’s previous forecasts have proven to be reliable and accurate.

10.3.2 Monitoring and Adjusting Forecasts for One-Way Trunk Groups This Section 10.3.2 only applies to one way-Trunk groups established under this Agreement. Verizon will, for ninety (90) days, monitor traffic on each trunk group that it establishes at Fuzion’s suggestion or request pursuant to the procedures identified in Section 10.3.1. At the end of such ninety (90) day period, Verizon may disconnect trunks that, based on reasonable engineering criteria and capacity constraints, are not warranted by the actual traffic volume experienced. If, after such initial ninety (90) day period for a trunk group, Verizon determines that any trunks in the trunk group in excess of four (4) DS-1s are not warranted by actual traffic volumes (considering engineering criteria for busy hour CCS and blocking percentages), then Verizon may hold Fuzion financially responsible for the excess facilities. In subsequent periods, Verizon may also monitor traffic for ninety (90) days on additional trunk groups that Fuzion suggests or

requests Verizon to establish. If, after any such (90) day period, Verizon determines that any trunks in the trunk group are not warranted by actual traffic volumes (considering engineering criteria for busy hour CCS and blocking percentages), then Verizon may hold Fuzion financially responsible for the excess facilities. At any time during the relevant ninety (90) day period, Fuzion may request that Verizon disconnect trunks to meet a revised forecast. In such instances, Verizon may hold Fuzion financially responsible for the disconnected trunks retroactive to the start of the ninety (90) day period through the date such trunks are disconnected.

**10.3.3 Reciprocal Responsibility** To the extent that Verizon requires Fuzion to install trunks for delivery of traffic to Verizon, Fuzion may apply the same procedures with respect to Verizon's trunking requirements.

#### 10.4 Demand Management Forecasts

10.4.1 Fuzion will furnish Verizon with good faith demand management forecasts including but not limited to: unbundled Network Elements, Interconnection and resale products. Such forecasts will describe Fuzion's expected needs for service volumes, and timeframes for service deployment, by Wire Center. Fuzion agrees to provide such forecasts to Verizon thirty (30) days following the Effective Date, with updates to follow thereafter in accordance with the Verizon semi-annual forecast cycle. Verizon agrees that such forecasts shall be subject to the confidentiality provisions defined in Section 28.4, and that such information will only be used by Verizon to provide Interconnection pursuant to this Agreement.

### 11.0 UNBUNDLED ACCESS

Subject to the conditions set forth in Section 11.7 below, Verizon shall offer to Fuzion nondiscriminatory access to Network Elements as set forth below on an unbundled basis at any technically feasible point pursuant to, and in accordance with the terms and provisions of this Agreement; but, notwithstanding any other provision of this Agreement, only to the extent provision of such Network Elements on an unbundled basis is required by Applicable Law.

#### 11.1 Verizon's Provision of Network Elements

Subject to the conditions set forth in Section 11.7, Verizon shall provide Fuzion access to the following:

11.1.1 Loops, as set forth in Section 11.2;

11.1.2 The Network Interface Device, as set forth in Section 11.3;

11.1.3 Switching Capability, as set forth in Section 11.4;

11.1.4 Interoffice Transmission Facilities, as set forth in Section 11.5;

11.1.5 Signaling Links and Call-Related Databases, as set forth in Section 5.4 and Section 17;

11.1.6 Operations Support Systems, as set forth in Section 11.6;

11.1.7 other Network Elements in accordance with Section 11.8 below.

## 11.2 Loops

Subject to the conditions set forth in Section 11.7, Verizon shall allow Fuzion to access Loops unbundled from local switching and local transport as required by Applicable Law, in accordance with the terms and conditions set forth in this Section 11.2. The available Loop types are as set forth below:

11.2.1 "2-Wire Analog Voice Grade Loop" or "Analog 2W" which support analog transmission of 300-3000 Hz, repeat link start, link reverse battery, or ground start seizure and disconnect in one direction (toward the End Office Switch), and repeat ringing in the other direction (toward the Customer). Analog 2W include Loops sufficient for the provision of PBX trunks, pay telephone lines and electronic key system lines.

11.2.2 "4-Wire Analog Voice Grade Loop" or "Analog 4W" which support transmission of voice grade signals using separate transmit and receive paths and terminate in a 4-wire electrical interface.

11.2.3 "2-Wire ISDN Digital Grade Loop" or "BRI ISDN" (Premium Link) which support digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel. BRI ISDN is a 2B+D Basic Rate Interface-Integrated Services Digital Network (BRI-ISDN) Loop which will meet national ISDN standards and conform to ANSI T1.601-1998.

11.2.4 2-Wire ADSL-Compatible Loop or ADSL 2W is a 2-wire, non-loaded, twisted copper pair that meets revised resistance design or carrier serving area design guidelines. The upstream and downstream ADSL power spectral density masks and dc line power limits in Verizon TR 72575, Issue 2 must be met. ADSL-compatible local Loops are subject to availability.

11.2.5 2-Wire HDSL-Compatible Loop or HDSL 2W consists of a single 2-wire, non-loaded, twisted copper pair that meets the carrier serving area design criteria. The HDSL power spectral density mask and dc line power limits referenced in Verizon TR 72575, Issue 2 must be met. 2-Wire HDSL-compatible local Loops are subject to availability.

11.2.6 4-Wire HDSL-Compatible Loop or HDSL 4W consists of two

2-wire, non-loaded, twisted copper pairs that meet the carrier serving area design criteria. The HDSL power spectral density mask and dc line power limits referenced in Verizon TR 72575, Issue 2 must be met. 4-Wire HDSL-compatible local Loops are subject to availability.

11.2.7 “4-Wire DS-1-compatible Loop” (Digital Grade Loop) provides a channel which provides 1.544 Mbps digital transmission path between a Customer premises and a Fuzion Collocation node at a Verizon central office, and is capable of operating in a full duplex, time division (digital) multiplexing mode. A DS-1 Digital Grade Loop provides transmission capacity equivalent to 24 voice grade channels with associated signaling, twenty-four 56 Kbps digital channels when in band signaling is provided or twenty-four 64 Kbps channels with the selection of the Clear Channel signaling option.

11.2.8 “DS-3 Loop” means a two-point channel which provides for simultaneous two-way transmission of serial bipolar return-to-zero isochronous digital electrical signals at a transmission rate of 44.736 megabits per second (MBPS). A DS-3 Loop may use a variety of transport system technologies, including, but not limited to, asynchronous fiber optic transport systems and Synchronous Optical Network transport systems. Verizon shall provide Fuzion with access to a DS-3 Loop only from a Serving Wire Center that is equipped to provide such loop and only where necessary facilities are available.

11.2.9 “Digital Designed Loops” are comprised of designed loops that meet specific Fuzion requirements for metallic loops over 18k ft. or for conditioning of ADSL, HDSL, or BRI ISDN (Premium) Loops. “Digital Designed Loops” may include requests for:

- A) a 2W Digital Designed Metallic with a total loop length of 18k to 30k ft., unloaded, with the option to remove bridged tap;
- B) a 2W ADSL Loop of 12k to 18k ft. with an option to remove bridged tap;
- C) a 2W ADSL Loop of less than 12k ft. with an option to remove bridged tap;
- D) a 2W HDSL Loop of less than 12k ft. with an option to remove bridged tap;
- E) a 4W HDSL Loop of less than 12k ft with an option to remove bridged tap;
- F) a 2 W Digital Designed Metallic Loop with Verizon-placed ISDN loop extension electronics;

11.2.9.1 Verizon shall make Digital Designed Loops available to Fuzion at the rates set forth in Exhibit A. These rates and/or rate structures shall be considered interim in nature until they have been approved by the Commission or otherwise allowed to go into effect. If the Commission should approve or make effective rates and/or rate structures different than those shown in Exhibit A, the rates and/or rate structures approved or made

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effective by the Commission shall supersede those shown in Exhibit A upon the effective date of such rates and/or rate structures.

11.2.9.2 The following ordering procedures shall apply to the Digital Designed Loops (Section 11.2.8, Items A-F):

- A. Fuzion shall place orders for Digital Designed Loops by delivering to Verizon a valid electronic transmittal service order or other mutually agreed upon type of service order. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.
- B. Verizon is in the process of conducting a mechanized survey of existing Loop facilities, on a Central Office by Central Office basis, to identify those Loops that meet the applicable technical characteristics established by Verizon for compatibility with ADSL and HDSL signals. The results of this survey will be stored in a mechanized database and made available to Fuzion as the process is completed in each Central Office. Fuzion must utilize this mechanized loop qualification database, where available, in advance of submitting a valid electronic transmittal service order for an ADSL or HDSL Loop. Charges for mechanized loop qualification information are set forth in Exhibit A. Fuzion may use prequalified Loops to offer SDSL or IDSL services, but neither Verizon's prequalification process nor its current Loop offerings are designed to ensure compatibility with such services or any services other than those set forth in the Loop descriptions set forth above.
- C. If the Loop is served out of a Central Office that has not been prequalified on a mechanized basis, Fuzion must request a manual loop qualification prior to submitting a valid electronic service order for an ADSL, HDSL, or BRI ISDN Loop. The rates for manual loop qualification are set forth in Exhibit A. In general, Verizon will complete a manual loop qualification request within three business days, although Verizon may require additional time due to poor record conditions, spikes in demand, or other unforeseen events.
- D. If the mechanized loop qualification database indicates that a Loop does not qualify (*e.g.*, because it does not meet the applicable technical parameters set forth in the Loop descriptions above), Fuzion may request a manual loop qualification, as described in paragraph B, to determine whether the result is due to the presence of load coils, presence of digital loop carrier, or loop length (including bridged tap).
- E. If Fuzion submits a service order for an ADSL, HDSL, or BRI ISDN Loop that has not been prequalified on either a mechanized or manual basis,

Verizon will query the service order back to the CLEC for qualification and will not accept such service order until the Loop has been prequalified on a mechanized or manual basis. If Fuzion submits a service order for an ADSL, HDSL, or BRI ISDN Loop that is, in fact, not compatible with such services in its existing condition, Verizon will respond back to Fuzion with a "Nonqualified" indicator.

- F. Where Fuzion has followed the prequalification procedure described above and has determined that a Loop is not compatible with ADSL, HDSL, or BRI ISDN service in its existing condition, it may either request an Engineering Query to determine whether conditioning may make the Loop compatible with the applicable service; or if Fuzion is already aware of the conditioning required (*e.g.*, where Fuzion has previously requested a manual loop qualification), Fuzion may submit a service order for a Digital Designed Loop. Verizon will undertake to condition or extend the Loop in accordance with this Section 11.2.8 upon receipt of Fuzion's valid, accurate and pre-qualified service order for a Digital Designed Loop.

11.2.9.3 Fuzion acknowledges that Digital Designed Loops are currently being rolled out throughout Verizon's service territory, including areas where Verizon may not have a retail service that utilizes comparable Loop facilities. As a result, it is possible that provisioning intervals for Digital Designed Loops may not be at optimal levels during the early stages of this roll out. The Parties will make reasonable efforts to coordinate their respective roles in the early phases of the roll out in order to minimize provisioning problems. In general, where conditioning or loop extensions are requested by Fuzion, an interval of eighteen (18) business days will be required by Verizon to complete the loop analysis and the necessary construction work involved in conditioning and/or extending the loop as follows:

- A. Three (3) business days will be required following receipt of Fuzion's valid, accurate and pre-qualified service order for a Digital Designed Loop to analyze the loop and related plant records and to create an Engineering Work Order.
- B. Upon completion of an Engineering Query, Verizon will initiate the construction order to perform the changes/modifications to the Loop requested by Fuzion. Conditioning activities are, in most cases, able to be accomplished within 15 business days. Unforeseen conditions may add to this interval.

After the engineering and conditioning tasks have been completed, the standard Loop provisioning and installation process will be initiated, subject to Verizon's standard provisioning intervals.

11.2.9.4 If Fuzion requires a change in scheduling, it must contact Verizon to issue a supplement to the original service order. If Fuzion cancels the request for conditioning after a loop analysis has been completed but prior to the commencement of construction work, Fuzion shall compensate Verizon for an Engineering Work Order charge as set forth in Exhibit A. If Fuzion cancels the request for conditioning after the loop analysis has been completed and after construction work has started or is complete, Fuzion shall compensate Verizon for an Engineering Work Order charge as well as the charges associated with the conditioning tasks performed as set forth in Exhibit A.

11.2.10 Sub-Loop.

11.2.10.1 Subject to the conditions set forth in Section 11.7 Verizon shall provide Fuzion with access to a Sub-Loop (as such term is hereinafter defined) in accordance with, and subject to, the terms and conditions set forth in this Section 11.2.10.1 and the rates set forth in Exhibit A attached hereto. A "Sub-Loop" means a two-wire or four-wire metallic distribution facility in Verizon's network between a Verizon feeder distribution interface (an "FDI") and the rate demarcation point for such facility (or network interface device ("NID") if the NID is located at such rate demarcation point). Verizon shall provide Fuzion with access to a Sub-Loop in accordance with, but only to the extent required by, Applicable Law.

11.2.11 Dark Fiber.

11.2.11.1 Notwithstanding anything set forth in this Agreement, subject to the conditions set forth in Section 11.7 and upon request, Verizon shall provide to Fuzion access to Dark Fiber Loops (as such term is hereinafter defined) and to Dark Fiber IOF (as such term is hereinafter defined) in accordance with, and subject to, the terms set forth in this Section 11.2.11.1 and the rates set forth in Exhibit A attached hereto. Verizon will provide Fuzion access to Dark Fiber in accordance with, but only to the extent required by Applicable Law.. A "Dark Fiber Loop" means two continuous fiber optic strands (a pair) located within a Verizon fiber optic cable sheath between a Verizon end office and the premises of a Customer but that are not connected to any equipment used or that can be used to transmit and receive telecommunications traffic. A "Dark Fiber IOF" means two continuous fiber optic strands (a pair) that are located within a fiber optic cable sheath between either (a) two Verizon central offices or (b) a Verizon central office and a Fuzion central office, but, in either case, that are not connected to any equipment used or that can be used to transmit and receive telecommunications traffic. A strand shall not be deemed to be continuous if splicing is required to provide fiber continuity between two locations. When Fuzion submits an order for a Dark Fiber Loop or a Dark Fiber IOF, such fiber may not conform to industry transmission standards, either the ones in effect when Verizon installed such fiber or the ones in effect at the time of such order. Verizon will determine that the fiber optic strands are continuous and can support the transmission of light from end to end at the time Verizon provisions Dark Fiber Loops and Dark Fiber IOF to Fuzion. Notwithstanding anything else set forth in this Agreement, Verizon shall provide Fuzion with access to Dark Fiber Loops and Dark Fiber IOF in accordance with, but only to the extent required by, Applicable Law.



11.2.12 House and Riser. Notwithstanding anything set forth in the Interconnection Agreement and subject to the conditions set forth in Section 1(e) of this Amendment, Verizon shall provide Fuzion with access to a House and Riser Cable (as such term is hereinafter defined) in accordance with, and subject to, the rates, terms and conditions set forth in this Section 11.2.12 and rates set forth in Exhibit A attached hereto. A “House and Riser Cable” means a two-wire or four-wire metallic distribution facility in Verizon’s network between the minimum point of entry for a building where a premises of a Customer (as such term is hereinafter defined) is located (such a point, an “MPOE”) and the rate demarcation point for such facility (or network interface device (“NID”) if the NID is located at such rate demarcation point). Notwithstanding anything else set forth in this Amendment or in the Interconnection Agreement, Verizon shall provide Fuzion with access to House and Riser Cables in accordance with, but only to the extent required by, Applicable Law.

11.2.13 Line Sharing. To the extent required by Applicable Law, Verizon shall provide Line Sharing to Fuzion for Fuzion’s provision of ADSL (in accordance with T1.413), Splitterless ADSL (in accordance with T1.419), RADSL (in accordance with TR # 59), MVL (a proprietary technology), or any other xDSL technology that is presumed to be acceptable for shared line deployment in accordance with FCC rules, on the terms and conditions set forth herein. In order for a Loop to be eligible for Line Sharing, the following conditions must be satisfied for the duration of the Line Sharing arrangement: (i) the Loop must consist of a copper loop compatible with an xDSL service that is presumed to be acceptable for shared-line deployment in accordance with FCC rules; (ii) Verizon must be providing simultaneous circuit-switched analog voice grade service to the Customer served by the Loop in question; (iii) the Verizon Customer’s dial tone must originate from a Verizon End Office Switch in the Wire Center where the Line Sharing arrangement is being requested; and (iv) the xDSL technology to be deployed by the CLEC on that Loop must not significantly degrade the performance of other services provided on that Loop.

11.2.13.1 Verizon shall make Line Sharing available to Fuzion at the rates set forth in Exhibit A attached hereto (“Exhibit A”). In addition to the recurring and nonrecurring charges shown in Exhibit A for Line Sharing itself, the following rates shown in Exhibit A and in Verizon’s applicable Tariffs are among those that may apply to a Line Sharing arrangement: (i) prequalification charges to determine whether a Loop is xDSL compatible (i.e., compatible with an xDSL service that is presumed to be acceptable for shared-line deployment in accordance with FCC rules); (ii) engineering query charges, engineering work order charges, or Loop conditioning (Digital Designed Loop) charges; (iii) charges associated with Collocation activities requested by Fuzion and not covered by Exhibit A; and (iv) misdirected dispatch charges, charges for installation or repair, manual intervention surcharges, and trouble isolation charges.

11.2.13.2 The following ordering procedures shall apply to Line Sharing:

(i) To determine whether a Loop qualifies for Line Sharing, the Loop must first be prequalified to determine if it is xDSL compatible. Fuzion must utilize the mechanized and

manual Loop qualification processes described in the terms applicable to Digital Designed Loops, as referenced in paragraph (v) below, to make this determination.

(ii) Fuzion shall place orders for Line Sharing by delivering to Verizon a valid electronic transmittal service order or other mutually agreed upon type of service order. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.

(iii) If the Loop is prequalified by Fuzion through the Loop prequalification database, and if a positive response is received and followed by receipt of Fuzion's valid, accurate and pre-qualified service order for Line Sharing, Verizon will return a FOC within twenty-four (24) hours (weekends and holidays excluded) for FOCs with less than six (6) loops and within 72 hours (weekends and holidays excluded) for FOCs with six (6) or more loops.

(iv) If the Loop requires qualification manually or through an Engineering Query, three (3) additional business days will be generally be required to obtain Loop qualification results before a FOC can be returned following receipt of Fuzion's valid, accurate request. Verizon may require additional time to complete the Engineering Query where there are poor record conditions, spikes in demand, or other unforeseen events.

(v) If conditioning is required to make a Loop capable of supporting Line Sharing and Fuzion orders such conditioning, then Verizon shall provide such conditioning in accordance with the terms of this Agreement pertaining to Digital Designed Loops; or if this Agreement does not contain provisions pertaining to Digital Designed Loops, then in accordance with Verizon's generally available rates, terms and conditions applicable to Digital Design Loops provided, however, that Verizon shall not be obligated to provide Loop conditioning if Verizon establishes that such conditioning is likely to degrade significantly the voice-grade service being provided to Verizon's Customers over such Loops.

(vi) The standard Loop provisioning and installation process will be initiated for the Line Sharing arrangement only once the requested engineering and conditioning tasks have been completed on the Loop. Scheduling changes and charges associated with order cancellations after conditioning work has been initiated are addressed in the terms pertaining to Digital Designed Loops, as referenced in paragraph (v) above. The provisioning interval for the Line Sharing arrangement initially shall be the standard interval of six (6) business days applicable to 2W ADSL Loops. No later than December 1, 2000, and quarterly thereafter, the Parties shall meet to discuss whether OSS improvements, greater operational experience, or other factors have been realized that should make it practicable for Verizon to reduce the standard Line Sharing interval. In no event shall the Line Sharing interval applied to Fuzion be longer than the interval applied to any affiliate of Verizon. Line Sharing arrangements that require pair swaps or line and station transfers in order to free up facilities will have a provisioning interval of no less than six (6) business days.

(vii) Fuzion must provide all required Collocation, CFA, SBN and NC/NCI information when a Line Sharing Arrangement is ordered. Collocation augments required, either at the POT Bay, Collocation node, or for splitter placement must be ordered using standard collocation applications and procedures, unless otherwise agreed to by the parties or specified in this Agreement.

(viii) The Parties recognize that Line Sharing is a new offering by Verizon. The Parties will make reasonable efforts to coordinate their respective roles in the early phases of the roll out of Line Sharing in order to minimize provisioning problems and facility issues. Fuzion will provide reasonable, timely, and accurate forecasts of its Line Sharing requirements, including splitter placement elections and ordering preferences. These forecasts are in addition to projections provided for other stand-alone unbundled Loop types.

11.2.13.3 To the extent required by Applicable Law, Fuzion shall provide Verizon with information regarding the type of xDSL technology that it deploys on each shared Loop. Where any proposed change in technology is planned on a shared Loop, Fuzion must provide this information to Verizon in order for Verizon to update Loop records and anticipate effects that the change may have on the voice grade service and other Loops in the same or adjacent binder groups. As described more fully in Verizon Technical Reference 72575, the xDSL technology used by Fuzion for Line Share Arrangements shall operate within the Power Spectral Density (PSD) limits set forth in T1.413-1998 (ADSL), T1.419-2000 (Splitterless ADSL), or TR59-1999 (RADSL), and MVL (a proprietary technology) shall operate within the 0 to 4 kHz PSD limits of T1.413-1998 and within the transmit PSD limits of T1.601-1998 for frequencies above 4 kHz, provided that the MVL PSD associated with audible frequencies above 4 kHz shall be sufficiently attenuated to preclude significantly degrading voice services. Fuzion's deployment of additional Advanced Services shall be subject to the applicable rules and regulations of the FCC.

11.2.13.4 Fuzion may only access the high frequency portion of a Loop in a Line Sharing arrangement through an established Collocation arrangement at the Verizon Serving Wire Center that contains the End Office Switch through which voice grade service is provided to Verizon's Customer. Fuzion is responsible for providing a splitter at that Wire Center that complies with ANSI specification T1.413 through one of the splitter options described below. Fuzion is also responsible for providing its own DSLAM equipment in the Collocation arrangement and any necessary CPE for the xDSL service it intends to provide (including CPE splitters, filters and/or other equipment necessary for the end user to receive separate voice and data services across the shared Loop). Two splitter configurations are available. In both configurations, the splitter must be provided by Fuzion and must satisfy the same NEBS requirements that Verizon imposes on its own splitter equipment or the splitter equipment of any Verizon affiliate. Fuzion must designate which splitter option it is choosing on the Collocation application or augment. Regardless of the option selected, the splitter arrangements must be installed before Fuzion submits an order for Line Sharing.

#### Splitter Option 1: Splitter in CLEC Collocation Area

In this configuration (option “A” in the New York collaborative), the Fuzion-provided splitter (ANSI T1.413 or MVL compliant) is provided, installed and maintained by Fuzion in its own Collocation space within the Customer’s serving End Office. The Verizon-provided dial tone is routed through the splitter in the CLEC Collocation area. Any rearrangements will be the responsibility of Fuzion.

#### Splitter Option 2: Splitter in Verizon Area

In this configuration (option “C” in the New York collaborative), Verizon inventories and maintains a Fuzion-provided splitter (ANSI T1.413 or MVL compliant) in Verizon space within the Customer’s serving End Office. At Fuzion’s option, installation of the splitter may be performed by Verizon or by a Verizon-approved vendor designated by Fuzion. The splitter is installed (mounted) in a relay rack between the POT Bay and the MDF, and the demarcation point is at the splitter end of the cable connecting the CLEC Collocation and the splitter. Verizon will control the splitter and will direct any required activity. Verizon will perform all POT (Point of Termination) Bay work required in this configuration. Verizon will provide a splitter inventory to Fuzion upon completion of the required augment.

(i) Where a new splitter is to be installed as part of an initial Collocation implementation, the splitter installation may be ordered as part of the initial Collocation application. Associated Collocation charges (application and engineering fees) apply. Fuzion must submit a new Collocation application, with the application fee, to Verizon detailing its request. Standard Collocation intervals will apply.

(ii) Where a new splitter is to be installed as part of an existing Collocation arrangement, or where the existing Collocation arrangement is to be augmented (e.g., with additional terminations at the POT Bay), the splitter installation or augment may be ordered via an application for Collocation augment. Associated Collocation charges (application and engineering fees) apply. Fuzion must submit the application for Collocation augment, with the application fee, to Verizon. An interval of seventy-six (76) business days shall apply.

11.2.13.5 Fuzion will have the following options for testing shared Loops:

11.2.13.5.1 Under Splitter Option 1, Fuzion may conduct its own physical tests of the shared Loop from Fuzion’s collocation area. If it chooses to do so, Fuzion may supply and install a test head to facilitate such physical tests, provided that: (i) the test head satisfies the same NEBS requirements that Verizon imposes on its own test head equipment or the test head equipment of any Verizon affiliate; and (ii) the test head does not interrupt the voice circuit to any greater degree than a conventional MLT test. Specifically, the Fuzion-provided test equipment may not interrupt an in-progress voice connection and must

automatically restore any circuits tested in intervals comparable to MLT. This optional Fuzion-provided test head would be installed between the “line” port of the splitter and the POT bay in order to conduct remote physical tests of the shared loop.

11.2.13.5.2 Under Splitter Option 2, either Verizon or a Verizon-approved vendor selected by Fuzion may install a Fuzion-provided test head to enable Fuzion to conduct remote physical tests of the shared Loop. This optional Fuzion-provided test head may be installed at a point between the “line” port of the splitter and the Verizon-provided test head that is used by Verizon to conduct its own Loop testing. The Fuzion-provided test head must satisfy the same NEBS requirements that Verizon imposes on its own test head equipment or the test head equipment of any Verizon affiliate, and may not interrupt the voice circuit to any greater degree than a conventional MLT test. Specifically, the Fuzion-provided test equipment may not interrupt an in-progress voice connection and must automatically restore any circuits tested in intervals comparable to MLT. Verizon will inventory, control and maintain the Fuzion-provided test head, and will direct all required activity.

11.2.13.5.3 Under either Splitter Option, if Verizon has installed its own test head, Verizon will conduct tests of the shared Loop using a Verizon-provided test head, and, upon request, will provide these test results to Fuzion during normal trouble isolation procedures in accordance with reasonable procedures.

11.2.13.5.4 Under either Splitter Option, Verizon will make MLT access available to Fuzion via RETAS after the service order has been completed. Fuzion will utilize the circuit number to initiate a test. This functionality will be available on July 31, 2000.

11.2.13.5.5 The Parties will continue to work cooperatively on testing procedures. To this end, in situations where Fuzion has attempted to use one or more of the foregoing testing options but is still unable to resolve the error or trouble on the shared Loop, Verizon and Fuzion will each dispatch a technician to an agreed-upon point at the Main Distribution Frame (or in exceptional cases to an agreed upon site in the field) to conduct a joint meet test to identify and resolve the error or trouble. Verizon may assess a charge for a misdirected dispatch only if the error or trouble is determined to be one that Fuzion should reasonably have been able to isolate and diagnose through one of the testing options available to Fuzion above. The Parties will mutually agree upon the specific procedures for conducting joint meet tests.

11.2.13.6 Verizon and Fuzion each have a joint responsibility to educate its Customer regarding which service provider should be called for problems with their respective voice or advanced service offerings. Verizon will retain primary responsibility for voice band trouble tickets, including repairing analog voice grade services and the physical line between the NID at the Customer premise and the point of demarcation in the central office. Fuzion will be responsible for repairing advanced data services it offers over the Line Sharing arrangement. Each Party will be responsible for maintaining its own equipment. Before either

Party initiates any activity on a new shared Loop that may cause a disruption of the voice or data service of the other Party's Customer, that Party shall first make a good faith effort to notify the other Party of the possibility of a service disruption. Verizon and Fuzion will work together to address Customer initiated repair requests and to prevent adverse impacts to the Customer.

11.2.13.6.1 When Verizon provides inside wire maintenance services to the Customer, Verizon will only be responsible for testing and repairing the inside wire for voice-grade services. Verizon will not test, dispatch a technician, repair, or upgrade inside wire to clear trouble calls associated with Fuzion's advanced services. Verizon will not repair any CPE equipment provided by Fuzion. Before a trouble ticket is issued to Verizon, Fuzion shall validate whether the Verizon Customer is experiencing a trouble that arises from Fuzion's advanced service. If the problem reported is isolated to the analog voice-grade service provided by Verizon, a trouble ticket may be issued to Verizon.

11.2.13.6.2 In the case of a trouble reported by the Customer on its voice-grade service, if Verizon determines the reported trouble arises from Fuzion's advanced services equipment, splitter problems, or Fuzion's activities, Verizon will:

- a) Notify Fuzion and request that Fuzion immediately test the trouble on Fuzion's advanced service.
- b) If the Customer's voice grade service is so degraded that the Customer cannot originate or receive voice grade calls, and Fuzion has not cleared its trouble within a reasonable time frame, Verizon may take unilateral steps to temporarily restore the Customer's voice grade service if Verizon determines in good faith that the cause of the voice interruption is Fuzion's data service.
- c) Upon completion of steps (a) and (b) above, Verizon may temporarily remove the Fuzion-provided splitter from the Customer's Loop and switch port if Verizon determines in good faith that the cause of the voice interruption is Fuzion's data service.
- d) Upon notification from Fuzion that the malfunction in Fuzion's advanced service has been cleared, Verizon will restore Fuzion's advanced service by restoring the splitter on the Customer's Loop.
- e) Upon completion of the above steps, Fuzion will be charged a Trouble Isolation Charge (TIC) to recover Verizon's costs of isolating and temporarily removing the malfunctioning advanced service from the Customer's line if the cause of the voice interruption was Fuzion's data service.
- f) Verizon shall not be liable for damages of any kind for temporary disruptions to Fuzion's data service that are the result of the above steps taken in good faith to restore the end user's voice-grade POTS service, and the

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indemnification provisions set forth in Section 24.6 shall control in such instances.

### 11.3 Network Interface Device

11.3.1 Subject to the conditions set forth in Section 11.7, and at the request of Fuzion, Verizon shall permit Fuzion to connect Fuzion's Loop to the Inside Wiring of a Customer's premises through the purchase and use of Verizon's NID in the manner set forth in this Section 11.3 and at the charges set forth in Exhibit A. Fuzion must establish the connection to Verizon's NID through an adjoining network interface device deployed by Fuzion. The Customer shall be responsible for resolving any conflicts between service providers for access to the Customer's premises and Inside Wire.

11.3.2 In no case shall Fuzion access, remove, disconnect or in any other way rearrange Verizon's loop facilities [the Network side of the interface] from Verizon's NIDs, enclosures, or protectors.

11.3.3 In no case shall Fuzion access, remove, disconnect or in any other way rearrange a Customer's Inside Wire from Verizon's NIDs, enclosures, or protectors where such Customer Inside Wire is used in the provision of ongoing Telecommunication Service to that Customer.

11.3.4 In no case shall Fuzion remove or disconnect ground wires from Verizon's NIDs, enclosures, or protectors.

11.3.5 In no case shall Fuzion remove or disconnect NID modules, protectors, or terminals from Verizon's NID enclosures.

11.3.6 Maintenance and control of premises wiring (Inside Wire) is the responsibility of the Customer. Any conflicts between service providers for access to the Customer's Inside Wire must be resolved by the Customer.

11.3.7 When Fuzion is not connecting a Fuzion provided Loop to the Inside Wiring of a Customer's premises through the Customer's side of the Verizon NID, Fuzion does not need to submit a request to Verizon and Verizon shall not charge Fuzion for access to the Verizon NID. In such instances, Fuzion shall comply with the provisions of sections 11.3.2 through 11.3.6 and shall access the Customer's Inside Wire in a manner set forth in 11.3.7.1 below.

11.3.7.1 Due to the wide variety of NIDs utilized by Verizon (based on Customer size and environmental considerations), Fuzion may access the Customer's Inside Wire, acting as the agent of the end user, by any of the following means:

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(a) Where an adequate length of Inside Wire is present and environmental conditions permit, requesting carrier (i.e., Fuzion or Fuzion's agent, the building owner, or the Customer) may remove the Inside Wire from the Customer's side of the Verizon NID and connect that wire to Fuzion's NID;

(b) Where an adequate length of Inside Wire is not present or environmental conditions do not permit, Fuzion may enter the Customer side of the Verizon NID enclosure for the purpose of removing the Inside Wire from the terminals of Verizon's NID and connecting a connectorized or spliced jumper wire from a suitable "punch out" hole of such NID enclosure to the Inside Wire within the space of the Customer side of the Verizon NID. Such connection shall be electrically insulated and shall not make any contact with the connection points or terminals within the Customer side of the Verizon NID.

(c) Request Verizon to make other rearrangements to the Inside Wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (*i.e.* Fuzion, its agent, the building owner or the Customer), as set forth in Exhibit A. If Fuzion accesses the Customer's Inside Wire as described in this paragraph (c), time and materials charges will be billed to the requesting party (*i.e.* Fuzion, its agent, the building owner or the Customer).

### 11.4 Unbundled Switching Elements

Subject to the conditions set forth in Section 11.7, Verizon shall make available to Fuzion the local Switching Element and Tandem Switching Element unbundled from transport, local Loop transmission, or other services in accordance with Applicable Law, at the rates, terms and conditions set forth in Exhibit A.

#### 11.4.1 Local Switching

11.4.1.1 The unbundled local Switching Elements include line side and trunk side facilities (*e.g.* line and trunk side Ports such as analog and ISDN line side Ports and DS1 trunk side Ports) plus the features, functions, and capabilities of the switch. It consists of the line-side Port (including connection between a Loop termination and a switch line card, telephone number assignment, basic intercept, one primary directory listing, presubscription, and access to 911, operator services, and directory assistance), line and line group features (including all vertical features and line blocking options that the switch and its associated deployed switch software is capable of providing and are currently offered to Verizon's local exchange Customers), usage (including the connection of lines to lines, lines to trunks, trunks to lines, and trunks to trunks), and trunk features (including the connection between the trunk termination and a trunk card).

11.4.1.2 Verizon shall offer, as an optional chargeable feature, daily usage tapes.



11.4.1.3 Fuzion may request activation or deactivation of features on a per-port basis at any time, and shall compensate Verizon for the non-recurring charges associated with processing the order. Fuzion may submit a Bona Fide Request for other switch features and functions that the switch is capable of providing, but which Verizon does not currently provide, or for customized routing of traffic other than operator services and/or directory assistance traffic. Verizon shall develop and provide these requested services where technically feasible with the agreement of Fuzion to pay the recurring and non-recurring costs of developing, installing, updating, providing and maintaining these services.

11.4.1.4 Network Design Request ("NDR")

11.4.1.4.1 Work activities that must be performed during the NDR process include: (a) defining network plan for the Fuzion's virtual network (number of entities; types of services to be supported; blocking requirements; E911 planning; operator/DA support); (b) defining line class codes for each entity to support Fuzion's traffic; (c) building line class codes per switching entity; (d) downloading line class codes to each entity; and, (e) engineering any dedicated trunk groups.

11.4.1.4.2 NDR Rate Application The NDR shall be billed according to a flat rate schedule based on the number of Line Class Codes implemented on a per switch per rate zone used to develop the NDR plan and install the necessary routings and line class codes. The nonrecurring Service Order Charge applies once per switch per rate zone. Subsequent changes can be requested without this charge being re-applied. The NDR Implementation-Initial First and Additional charges apply to the first 15 requested line class codes plus an additional charge for each line class code above the first 15 requested at the same time. The NDR Implementation-Subsequent First and Additional charges apply to the first line class code and each additional line class code ordered at the same time subsequent to the installation of the original line class code in a switch. These nonrecurring charges are set forth in Exhibit A.

11.4.2 Tandem Switching

The unbundled Tandem Switching Element includes trunk-connect facilities, the basic switching function of connecting trunks to trunks, and the functions that are centralized in Tandem Switches. Unbundled Tandem switching creates a temporary transmission path between interoffice trunks that are interconnected at a Verizon access Tandem for the purpose of routing a call or calls.

11.5 Unbundled InterOffice Facilities

Subject to Section 11.7, where facilities are available, at Fuzion's request, Verizon shall provide Fuzion with interoffice transmission facilities ("IOF") unbundled from other Network Elements in accordance with but only to the extent required by Applicable Law, at the rates set forth in Exhibit A and in Verizon's applicable Tariffs, if any, as amended from time to time and in accordance with Section 20; provided, however, that Verizon shall offer unbundled shared

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IOF only to the extent that Fuzion also purchases unbundled local switching capability from Verizon in accordance with Section 11.4 of this Agreement.

#### 11.6 Operations Support Systems

Subject to the conditions set forth in Section 11.7 below, Verizon shall provide Fuzion with access via electronic interfaces to databases required for pre-ordering, ordering, provisioning, maintenance and repair, and billing as soon as practicable. All such transactions shall be submitted by Fuzion through such electronic interfaces.

#### 11.7 Limitations on Unbundled Access

##### 11.7.1 Notwithstanding anything else set forth in this Agreement:

(a) To the extent that Verizon is required by a change in Applicable Law to provide a Network Element on an unbundled basis to Fuzion, the terms, conditions and prices for such Network Element (including, but not limited to, the terms and conditions defining the Network Element and stating when and where the Network Element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable Tariff of Verizon (a "Verizon UNE Tariff"). In the absence of a Verizon UNE Tariff, to the extent that Verizon is required by Applicable Law to provide a Network Element to Fuzion, the terms, conditions and prices for such Network Element (including, but not limited to, the terms and conditions defining the Network Element and stating when and where the Network Element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance, and billing) shall be as provided in this Agreement. In the absence of a Verizon UNE Tariff and if there is a conflict between the terms and provisions of this Interconnection Agreement and Applicable Law governing the provision of a Network Element, prior to Verizon's provision of such Network Element and upon the written request of either Party, the Parties will negotiate in good faith an amendment to this Agreement so that this Agreement includes terms, conditions and prices for the Network Element (including, but not limited to, the terms and conditions defining the Network Element and stating when and where the Network Element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) that are consistent with such Applicable Law.

(b) Verizon shall not provide Fuzion, and Fuzion shall not request from Verizon, access to a proprietary advanced intelligent network service, unless Verizon provides another CLEC with access to such proprietary advanced intelligent network service.

11.7.2 Without limiting Verizon's rights pursuant to Applicable Law or any other section of this Agreement to terminate its provision of a Network Element or a Combination, if Verizon provides a Network Element or Combination to Fuzion, and the Commission, the FCC, a court or other governmental body of appropriate jurisdiction determines

that Verizon is not required by Applicable Law to provide such Network Element or Combination, Verizon may terminate its provision of such Network Element or Combination to Fuzion. If Verizon terminates its provision of a Network Element or a Combination to Fuzion pursuant to this Section 11.7.2 and Fuzion elects to purchase other services offered by Verizon in place of such Network Element or Combination, then: (a) Verizon shall reasonably cooperate with Fuzion to coordinate the termination of such Network Element or Combination and the installation of such services to minimize the interruption of service to customers of Fuzion; and, (b) Fuzion shall pay all applicable charges for such services, including, but not limited to, all applicable installation charges.

11.7.3 Nothing contained in this Agreement shall be deemed to constitute an agreement by Verizon that any item identified in this Agreement as a Network Element is (i) a Network Element under Applicable Law, or (ii) a Network Element Verizon is required by Applicable Law to provide to Fuzion on an unbundled basis. Nothing contained in this Agreement shall limit Verizon's right to appeal, seek reconsideration of, or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance, or statute issued by the Commission, the FCC, any court, or any other governmental authority related to, concerning or that may affect Verizon's obligations under this Agreement or under Applicable Law.

11.7.4 Verizon shall be required to provide a Network Element on an unbundled basis only where necessary facilities are available.

11.7.5 Fuzion shall access Verizon's unbundled Network Elements specifically identified in this Agreement via Collocation in accordance with Section 13 at the Verizon Wire Center where those elements exist, and each Loop or Port shall, in the case of Collocation, be delivered to Fuzion's Collocation node by means of a Cross Connection.

11.7.6 Verizon shall provide Fuzion access to its Loops at each of Verizon's Wire Centers for Loops terminating in that Wire Center. In addition, if Fuzion orders one or more Loops provisioned via Integrated Digital Loop Carrier or Remote Switching technology deployed as a Loop concentrator, Verizon shall, where available, move the requested Loop(s) to a spare physical Loop, if one is existing and available, at no additional charge to Fuzion. If, however, no spare physical Loop is available, Verizon shall within three (3) Business days of Fuzion's request notify Fuzion of the lack of available facilities. Fuzion may then at its discretion make a Network Element Bona Fide Request to Verizon to provide the unbundled Local Loop through the demultiplexing of the integrated digitized Loop(s). Fuzion may also make a Network Element Bona Fide Request for access to Unbundled Local Loops at the Loop concentration site point. Notwithstanding anything to the contrary in this Agreement, standard provisioning intervals shall not apply to Loops provided under this Section.

11.7.7 If as the result of Fuzion Customer actions (i.e., Customer Not Ready ("CNR")), Verizon cannot complete requested work activity when a technician has been dispatched to the Fuzion Customer premises, Fuzion will be assessed a non-recurring charge

associated with this visit. This charge will be the sum of the applicable Service Order charge specified in Exhibit A and the Premises Visit Charge as specified in Verizon's applicable retail Tariff.

#### 11.8 Availability of Other Network Elements on an Unbundled Basis

11.8.1 Verizon shall, upon request of Fuzion and to the extent required by Applicable Law, provide to Fuzion access to its Network Elements on an unbundled basis for the provision of Fuzion's Telecommunications Service. Any request by Fuzion for access to a Verizon Network Element that is not already available shall be treated as a Network Element Bona Fide Request. Fuzion shall provide Verizon access to its Network Elements as mutually agreed by the Parties or as required by Applicable Law (e.g., where Fuzion is classified as a comparable carrier pursuant to Section 251(h)(2) of the Act or as an incumbent local exchange carrier pursuant to Section 251(h)(1) of the Act).

11.8.2 A Network Element obtained by one Party from the other Party under this Section 11.8 may be used in combination with the facilities of the requesting Party only to provide a Telecommunications Service.

11.8.3 Notwithstanding anything to the contrary in this Section 11.8, a Party shall not be required to provide a proprietary Network Element to the other Party under this Section 11.8 except as required by Applicable Law.

#### 11.9 Conversion of Live Telephone Exchange Service to Analog 2W Loops

The following coordination procedures shall apply to "live" cutovers of Verizon Customers who are converting their Telephone Exchange Services to Fuzion Telephone Exchange Services provisioned over Analog 2W unbundled Local Loops ("Analog 2W Loop's) to be provided by Verizon to Fuzion.

11.9.1 Subject to approval by the Commission, coordinated cutover charges shall apply to conversions of live Telephone Exchange Services to Analog 2W Loops. When an outside dispatch is required to perform a conversion, additional charges may apply. If Fuzion does not request a coordinated cutover, Verizon will process Fuzion's order as a new installation subject to applicable standard provisioning intervals.

11.9.2 Fuzion shall request Analog 2W Loops for coordinated cutover from Verizon by delivering to Verizon a valid electronic Local Service Request ("LSR"). Verizon agrees to accept from Fuzion the date and time for the conversion designated on the LSR ("Scheduled Conversion Time"), provided that such designation is within the regularly scheduled operating hours of the Verizon Regional CLEC Control Center ("RCCC") and subject to the availability of Verizon's work force. In the event that Verizon's work force is not available, Fuzion and Verizon shall mutually agree on a New Conversion Time, as defined below. Fuzion shall designate the Scheduled Conversion Time subject to Verizon standard provisioning intervals as stated in the Verizon CLEC Handbook, as may be revised from time to time. Within two (2)

business days of Verizon's receipt of such valid LSR, or as otherwise required by Applicable Law, Verizon shall provide Fuzion the firm order commitment ("FOC") date by which the Analog 2W Loops covered by such LSR will be converted.

11.9.3 Fuzion shall provide dial tone at the Fuzion Collocation site at the time specified in the hot cut process developed by Verizon in cooperation with the Commission and the industry. In the absence of any such process, by 7:00 AM of the business day preceding the day of the Scheduled Conversion Time. 11.9.4 Either Party may contact the other Party to negotiate a new Scheduled Conversion Time (the "New Conversion Time"); provided, however, that each Party shall use commercially reasonable efforts to provide four (4) business hours' advance notice to the other Party of its request for a New Conversion Time. Any Scheduled Conversion Time or New Conversion Time may not be rescheduled more than one (1) time in a business day, and any two New Conversion Times for a particular Analog 2W Loops shall differ by at least eight (8) hours, unless otherwise agreed to by the Parties.

11.9.4.1 If the New Conversion Time is more than one (1) business hour from the original Scheduled Conversion Time or from the previous New Conversion Time, the Party requesting such New Conversion Time shall be subject to the following:

(i) If Verizon requests to reschedule outside of the one (1) hour time frame above, the Analog 2W Loops Service Order Charge for the original Scheduled Conversion Time or the previous New Conversion Time shall be waived upon request from Fuzion; and

(ii) If Fuzion requests to reschedule outside the one (1) hour time frame above, Fuzion shall be charged an additional Analog 2W Loops Service Order Charge for rescheduling the conversion to the New Conversion Time.

11.9.5 If Fuzion is not ready to accept service at the Scheduled Conversion Time or at a New Conversion Time, as applicable, an additional Service Order Charge shall apply. If Verizon is not available or ready to perform the conversion within thirty (30) minutes of the Scheduled Conversion Time or New Conversion Time, as applicable, Verizon and Fuzion will reschedule and, upon request from Fuzion, Verizon will waive the Analog 2W Loop Service Order Charge for the original Scheduled Conversion Time.

11.9.6 The standard time interval expected from disconnection of a live Telephone Exchange Service to the connection of the Analog 2W Loops to Fuzion is fifteen (15) minutes per Analog 2W Loops for all orders consisting of twenty (20) Analog 2W Loops or less. Orders involving more than twenty (20) Loops will require a negotiated interval.

11.9.7 Conversions involving LNP will be completed according to North American Numbering Council ("NANC") standards, via the regional Number Portability Administration Center ("NPAC").

11.9.8 If Fuzion requires Analog 2W Loops conversions outside of the regularly scheduled Verizon RCCC operating hours, such conversions shall be separately negotiated. Additional charges (*e.g.* overtime labor charges) may apply for desired dates and times outside of regularly scheduled RCCC operating hours.

#### 11.10 Maintenance of Unbundled Network Elements

If (a) Fuzion reports to Verizon a Customer trouble, (b) Fuzion requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon's facilities or equipment in whole or in part, then Fuzion shall pay Verizon a charge set forth in Exhibit A for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by Fuzion is not available at the appointed time. Fuzion accepts responsibility for initial trouble isolation and providing Verizon with appropriate dispatch information based on its test results. If, as the result of Fuzion instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in Exhibit A will be assessed per occurrence to Fuzion by Verizon. If as the result of Fuzion instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in Exhibit A will be assessed per occurrence to Fuzion by Verizon. Verizon agrees to respond to Fuzion trouble reports on a non-discriminatory basis consistent with the manner in which it provides service to its own retail Customers or to any other similarly initiated Telecommunications Carrier.

#### 11.11 Rates

Verizon shall charge, and Fuzion shall pay, the non-recurring and monthly recurring rates for Network Elements set forth in Exhibit A. If the Commission adopts permanent rates consistent with the requirements of the FCC Regulations (to the extent it has not already done so), then such permanent rates shall be applied in the manner described in Exhibit A and Section 20.1.2 below. Notwithstanding anything else set forth in this Agreement and subject to the conditions set forth in Section 11.7:

11.11.1 Verizon shall provide access to 4-Wire 56 kbps Loops, DS-3 Loops, NIDs Combinations, Sub-Loops, Dark Fiber Loops, Dark Fiber IOF and House and Riser Cables subject to charges based on rates and/or rate structures that are consistent with Applicable Law.

#### 11.12 Combinations

Subject to the conditions set forth in Section 11.7, Verizon shall be obligated to provide a combination of Network Elements (a "Combination") only to the extent provision of such Combination is required by Applicable Law. To the extent Verizon is required by Applicable Law to provide a Combination to Fuzion, Verizon shall provide such Combination in accordance with, and subject to, requirements established by Verizon that are consistent with Applicable Law (such requirements, the "Combo Requirements"). Verizon shall make the Combo

Requirements publicly available in an electronic form.

## **12.0 RESALE -- SECTIONS 251(b)(1) and 251(c)(4)**

### **12.1 Resale at Retail Rates**

Verizon shall make available to Fuzion for resale all Telecommunications Services as described in Section 251(b)(1) of the Act, pursuant to the rates, terms and conditions of Verizon's applicable Tariffs, as may be amended from time to time.

### **12.2 Resale at Wholesale Rates**

Verizon shall make available to Fuzion for resale all Telecommunications Services that Verizon provides at retail to Customers that are not Telecommunications Carriers at the retail prices set forth in Verizon's Tariffs less the wholesale discount set forth in Exhibit A in accordance with Section 251(c)(4) of the Act. Such services shall be provided in accordance with the terms of the applicable retail services Tariff(s).

### **12.3 Availability of Support Services and Branding for Resale**

Verizon shall make available to Fuzion the various support services for resale described in Schedule 12.3 hereto in accordance with the terms set forth therein. In addition, to the extent required by Applicable Law, upon request by Fuzion and at prices, terms and conditions to be negotiated by Fuzion and Verizon, Verizon shall provide Verizon Retail Telecommunications Services (as defined in Schedule 12.3) that are identified by Fuzion's trade name, or that are not identified by trade name, trademark or service mark.

### **12.4 Additional Terms Governing Resale and Use of Verizon Services**

12.4.1 Fuzion shall comply with the provisions of this Agreement (including, but not limited to, all applicable Verizon Tariffs) regarding resale or use of Verizon services. In addition, Fuzion shall undertake in good faith to ensure that its Customers comply with the provisions of Verizon's Tariffs applicable to their use of Verizon's Telecommunications Services.

12.4.2 Without in any way limiting Section 12.4.1, Fuzion shall not resell (a) residential service to business or other nonresidential Customers of Fuzion, (b) Lifeline or other means-tested service offerings, or grandfathered service offerings, to persons not eligible to subscribe to such service offerings from Verizon, or (c) any other Verizon service in violation of any user or user group restriction that may be contained in the Verizon Tariff applicable to such service to the extent such restriction is not prohibited by Applicable Law. In addition, Fuzion shall be subject to the same limitations that Verizon's own retail Customers may be subject to with respect to any Telecommunications Service that Verizon discontinues offering.

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12.4.3 Verizon shall not be obligated to offer to Fuzion at a wholesale discount Telecommunications Services that Verizon offers at a special promotional rate if such promotions are for a duration of ninety (90) days or less.

12.4.4 Fuzion shall not be eligible to participate in any Verizon plan or program under which Verizon Customers may obtain products or merchandise, or services which are not Verizon Telecommunications Services, in return for trying, agreeing to purchase, purchasing, or using Verizon Telecommunications Services.

12.4.5 Verizon may impose additional restrictions on Fuzion's resale of Verizon's retail Telecommunications Services to the extent permitted by Applicable Laws.

### **13.0 COLLOCATION -- SECTION 251(c)(6)**

13.1 To the extent required by Applicable Law, Verizon shall provide Collocation for the purpose of facilitating Fuzion's Interconnection with facilities or services of Verizon or access to unbundled Network Elements of Verizon, except as otherwise mutually agreed to in writing by the Parties. Such Collocation shall be provided pursuant to Verizon's applicable federal and state Tariffs as amended from time to time.

13.2 The Parties acknowledge that Verizon has filed or amended applicable state Tariffs to implement the requirements of the First Report and Order and Further Notice of Proposed Rulemaking in CC Docket No. 98-147 (released March 31, 1999). Such terms and conditions of the Verizon Tariff filing shall apply as of the Effective Date of this Agreement on an interim basis until such time as the Commission approves applicable Tariff terms, conditions, and rates or otherwise allows such terms, conditions and rates to go into effect.

13.3 In the course of implementing a Collocation project, Verizon shall:

- (a) identify the Collocation project manager assigned to the project;
- (b) develop a written comprehensive "critical tasks" timeline detailing the work (and relative sequence thereof) that is to be performed by each Party or jointly by both Parties; and
- (c) provide Fuzion with the relevant engineering requirements.

13.4 Fuzion shall purchase Cross Connection to services or facilities as described in applicable Tariffs.

13.5 Fuzion agrees to provide to Verizon, upon Verizon's request, Collocation of equipment for purposes of Interconnection (pursuant to Section 4) and Cross Connection on non-discriminatory rates, terms and conditions.



13.6 Notwithstanding anything set forth in this Agreement, Verizon shall allow Fuzion to collocate equipment in a Verizon remote terminal equipment enclosure in accordance with, and subject to, the rates, terms and conditions set forth in applicable Verizon tariffs, as amended from time to time, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective. Notwithstanding anything else set forth in this Agreement, Verizon shall allow Fuzion to collocate equipment in a Verizon remote terminal equipment enclosure in accordance with, but only to the extent required by, Applicable Law.

## **SECTION 251(b) PROVISIONS**

### **14.0 NUMBER PORTABILITY -- SECTION 251(b)(2)**

#### **14.1 Scope**

The Parties shall provide Number Portability ("NP") in accordance with rules and regulations as from time to time prescribed by the FCC. Notwithstanding anything else set forth in this Agreement, Verizon shall provide NP only to the extent required by Applicable Law.

#### **14.2 Procedures for Providing LNP ("Long-term Number Portability")**

The Parties will follow the LNP provisioning process recommended by the North American Numbering Council (NANC) and adopted by the FCC. In addition, the Parties agree to follow the LNP ordering procedures established by the Ordering And Billing Forum (OBF). The Parties shall provide LNP on a reciprocal basis in all End Offices in Maine.

14.2.1 The following steps shall apply: (1) a Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B"); (2) the Customer elects to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A, in conjunction with the Telephone Exchange Service(s) it will now receive from Party B; (3) after Party B has received a letter of agency ("LOA") from the Customer, and sends an LSR to Party A, Parties A and B will work together to port the Customer's telephone number(s) from Party A's network to Party B's network. It is Party B's responsibility to maintain a file of all LOAs and Party A may request, upon reasonable notice, a copy of the LOA.

14.2.2 When a telephone number is ported out of Party A's network, Party A will remove any non-proprietary line based calling card(s) associated with the ported number(s) from its Line Information Database ("LIDB"). Reactivation of the line-based calling card in another LIDB, if desired, is the responsibility of Party B or Party B's Customer.

14.2.3 When a Customer of Party A elects to port its telephone number(s) to Party B and the Customer has previously secured a reservation of line number(s) from Party A for

possible activation at a future point, these reserved but inactive number(s) may be ported along with the active number(s) to be ported, provided the number(s) have been reserved for the Customer. (Reserved telephone numbers are non-working telephone numbers assigned to a specific Customer to be used at a later time.) The numbers are assigned to the Customer either via Tariff or other contractual arrangement between the Customer and Party B. Party B may request that Party A port all reserved number(s) assigned to the Customer, or that Party A port only those number(s) listed by Party B. As long as Party B maintains reserved but inactive number(s) ported for the Customer, Party A shall not reassign those number(s). Party B shall not reassign the reserved number(s) to another end user Customer.

14.2.4 When a Customer of Party A elects to port its telephone number(s) to Party B, Party A shall implement the ten-digit unconditional trigger feature, where available, on the Customer's line before the due date of the porting activity. When the ten-digit unconditional trigger is not available, Party A and Party B must coordinate the disconnect activity.

14.2.5 The Parties shall furnish each other with the Jurisdiction Information Parameter (JIP) in the Initial Address Message (IAM), containing a LERG-assigned NPA-NXX (6 digits) identifying the originating switch on calls originating from LNP-capable switches.

14.2.6 Both Parties shall provide updates to the LERG at least forty-five days prior to the deployment date of a new office and/or new NXX. All new offices and NXXs shall be designated as portable, except as noted in 14.2.7, and translations will be changed in the Parties' switches to open those NXXs for database queries in all INP capable offices within the applicable LATA.

14.2.7 All NXXs assigned to LNP capable switches are to be designated as portable unless an NXX has otherwise been designated as non-portable. Non-portable NXXs include NXX codes assigned to paging, cellular and wireless services; codes assigned for internal testing and official use and any other NXX codes required to be designated as non-portable by the rules and regulations of the FCC. NXX codes assigned to mass calling on a choked network may not be ported using LNP technology but are portable using methods established by the NANC and adopted by the FCC. On a prospective basis, newly assigned codes in switches capable of porting shall become commercially available for porting with the effective date in the network.

14.2.8 Both Parties' use of LNP shall meet the performance criteria specified by the FCC. Both Parties will act as the default carrier for the other Party in the event that either Party is unable to perform the routing necessary for LNP.

#### 14.3 Procedures for Providing NP Through Full NXX Code Migration

Where a Party has activated an entire NXX for a single Customer, or activated at least eighty percent (80%) of an NXX for a single Customer, with the remaining numbers in that NXX either reserved for future use by that Customer or otherwise unused, if such Customer chooses to

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receive Telephone Exchange Service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times for movements of NXXs from one switch to another. Neither Party shall charge the other in connection with this coordinated transfer.

#### **15.0 DIALING PARITY -- SECTION 251(b)(3)**

Verizon and Fuzion shall each provide the other with nondiscriminatory access to such services and information as are necessary to allow the other Party to implement local Dialing Parity as required under Section 251(b)(3) of the Act.

#### **16.0 ACCESS TO RIGHTS-OF-WAY -- SECTION 251(b)(4)**

To the extent required by Applicable Law and where facilities are available, each Party ("Licensor") shall provide the other Party ("Licensee") access for purposes of making attachments to the poles, ducts, rights-of-way and conduits it owns or controls, pursuant to any existing or future license agreement between the Parties. Such access shall be in conformance with 47 U.S.C. § 224 and on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's applicable Tariffs or generally available license agreements.

#### **17.0 DATABASES AND SIGNALING**

17.1 Subject to the conditions set forth in Section 11.7, Verizon shall provide Fuzion with access to databases and associated signaling necessary for call routing and completion by providing SS7 Common Channel Signaling ("CCS") Interconnection, and Interconnection and access to toll free service access code (*e.g.*, 800/888/877) databases, LIDB, and any other necessary databases in accordance with Exhibit A and Verizon's applicable Tariffs, if any. Fuzion shall provide Verizon with CCS Interconnection required for call routing and completion, and the billing of calls which involve Fuzion's Customers, at non-discriminatory rates, terms and conditions in accordance with Section 20.3, provided further that if the Fuzion information Verizon requires to provide such call-related functionalities is resident in a database, Fuzion will provide Verizon with the access and authorization to query Fuzion's information in the databases within which it is stored. Alternatively, either Party may secure CCS Interconnection from a commercial SS7 hub provider, and in that case the other Party will permit the purchasing Party to access the same databases as would have been accessible if the purchasing Party had connected directly to the other Party's CCS network. In either case, Fuzion shall comply with Verizon's SS7 certification process prior to establishing CCS Interconnection with Verizon.

17.2 The Parties will provide CCS Signaling to each other, where and as available, in conjunction with all Local Traffic, Toll Traffic, Meet Point Billing Traffic, and Transit Traffic. The Parties will cooperate on the exchange of TCAP messages to facilitate interoperability of CCS-based features between their respective networks, including all CLASS Features and functions, to the extent each Party offers such features and functions to its Customers. All CCS Signaling parameters will be provided upon request (where available), including called party number, Calling Party Number, originating line information, calling party category, and charge number. All privacy indicators will be honored. The Parties will follow all Ordering and Billing Forum-adopted standards pertaining to CIC/OZZ codes. Where CCS Signaling is not available, in-band multi-frequency ("MF") wink start signaling will be provided. Any such MF arrangement will require a separate local trunk circuit between the Parties' respective switches in those instances where the Parties have established End Office to End Office high usage trunk groups. In such an arrangement, each Party will outpulse the full ten-digit telephone number of the called party to the other Party.

17.3 Each Party shall provide trunk groups, where available and upon reasonable request, that are configured utilizing the B8ZS ESF protocol for 64 kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.

17.4 The following publications describe the practices, procedures and specifications generally utilized by Verizon for signaling purposes and is listed herein to assist the Parties in meeting their respective Interconnection responsibilities related to Signaling:

(a) Bellcore Generic Requirements, GR-905-CORE, Issue 1, March, 1995, and subsequent issues and amendments; and

(b) Verizon Supplement Common Channel Signaling Network Interface Specification (Verizon-905).

17.5 Each Party shall charge the other Party mutual and reciprocal rates for any usage-based charges for CCS Signaling, toll free service access code (*e.g.*, 800/888/877) database access, LIDB access, and access to other necessary databases, as follows: Verizon shall charge Fuzion in accordance with Exhibit A hereto and applicable Tariffs; Fuzion shall charge Verizon rates equal to the rates Verizon charges Fuzion, unless Fuzion's Tariffs for CCS signaling provide for lower generally available rates, in which case Fuzion shall charge Verizon such lower rates; except to the extent a Party uses a third party vendor for the provision of CCS Signaling, in which case such charges shall apply only to the third party vendor.

## **18.0 COORDINATED SERVICE ARRANGEMENTS**

### **18.1 Intercept and Referral Announcements**

When a Customer changes its service provider from Verizon to Fuzion, or from Fuzion to Verizon, and does not retain its original telephone number, the Party formerly providing service

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to such Customer shall provide a referral announcement ("Referral Announcement") on the abandoned telephone number which provides details on the Customer's new number or provide other appropriate information to the extent known. Referral Announcements shall be provided reciprocally, free of charge to the other Party, for a period of not less than one hundred and twenty (120) days after the date the Customer changes its telephone number in the case of business Customers, or in the case of residential Customers, not less than thirty (30) days after the date the Customer changes its telephone number, or such other time period as may be prescribed by the Commission. The periods for referral may be shorter if a number shortage condition is in effect for a particular NXX code. Upon request of either Party, the Parties shall negotiate in good faith to establish an appropriate rate for Referral Announcements. If the Parties are unable to agree upon a rate within sixty (60) days, the matter will be resolved in accordance with Section 28.9.

## 18.2 Coordinated Repair Calls

Fuzion and Verizon will employ the following procedures for handling misdirected repair calls:

18.2.1 Fuzion and Verizon will educate their respective Customers as to the correct telephone numbers to call in order to access their respective repair bureaus.

18.2.2 To the extent Party A is identified by Party B as the correct provider of service to a Customer that makes a misdirected repair call to Party B, Party B will immediately refer the Customer to the telephone number provided by Party A pursuant to 18.2.3, in a courteous manner and at no charge.

18.2.3 Fuzion and Verizon will provide their respective repair contact numbers to one another.

## 18.3 Customer Authorization

18.3.1 Without limiting either Party's obligations under Section 27.1, each Party shall comply with the FCC's rules and regulations concerning Customer selection of a primary Telephone Exchange Service provider (47 C.F.R. Pt. 64, Subpart K) when ordering, terminating, or otherwise changing Telephone Exchange Service on behalf of the other Party's or another carrier's Customers.

18.3.2 In the event either Party (the "Requesting Party") requests the other Party (the "Executing Party") to install, provide, change, or terminate a Customer's Telecommunications Service (including, but not limited to, a Customer's selection of a primary Telephone Exchange Service Provider) and (a) fails to provide documentary evidence of the Customer's primary Telephone Exchange Service Provider selection upon request, or (b) has not obtained authorization from the Customer for such installation, provision, selection, change or termination in accordance with Applicable Law, then in addition to any rights or remedies

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available to the Executing Party under Applicable Law, the Requesting Party shall be liable to the Executing Party for all charges that would be applicable to the Customer for the initial change in the Customer's Telecommunications Service and for restoring the Customer's Telecommunications Service to its Customer-authorized condition.

18.3.3 Without limiting Fuzion's obligations under Section 27.1, Fuzion shall comply with Applicable Law with regard to CPNI, including, but not limited to, 47 U.S.C. § 222, and the FCC rules in 47 CFR Section 64.2001 – Section 64.2009. Fuzion shall not access (including, but not limited to, through Verizon OSS Services), use, or disclose CPNI made available to Fuzion by Verizon pursuant to this Agreement unless Fuzion has obtained all Customer authorizations for such access, use and/or disclosure required by Applicable Law. By accessing, using or disclosing CPNI, Fuzion represents and warrants that it has obtained authorization for such action from the applicable Customer in the manner required by Applicable Law and this Agreement. Fuzion shall, upon request by Verizon, provide proof of such authorization (including a copy of any written authorization).

18.3.4 Verizon shall have the right to monitor and/or audit Fuzion's access to and use and/or disclosure of CPNI that is made available by Verizon to Fuzion pursuant to this Agreement to ascertain whether Fuzion is complying with the requirements of Applicable Law and this Agreement with regard to such access, use, and/or disclosure. To the extent permitted by Applicable Law, the foregoing right shall include, but not be limited to, the right to electronically monitor Fuzion's access to and use of CPNI that is made available by Verizon to Fuzion pursuant to this Agreement. Fuzion shall cooperate and provide all necessary information and documentation in connection with such auditing or monitoring by Verizon.

## **19.0 DIRECTORY SERVICES ARRANGEMENTS**

Subject to the conditions set forth in Section 11.7, and upon Fuzion's written request, Verizon will provide directory services to Fuzion in accordance with the terms set forth herein.

### **19.1 Listing Information**

As used herein, "Listing Information" means a Fuzion Customer's primary name, address (including city, state and zip code), telephone number(s), the delivery address and number of directories to be delivered, and, in the case of a business Customer, the primary business heading under which the business Customer desires to be placed, and any other information Verizon deems necessary for the publication and delivery of directories.

### **19.2 Listing Information Supply**

Fuzion shall provide to Verizon on a regularly scheduled basis, at no charge, and in a format required by Verizon or by a mutually agreed upon industry standard (*e.g.*, Ordering and Billing Forum developed), all Listing Information for each Fuzion Customer whose assigned or

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ported telephone numbers fall within the geographic area covered by the relevant Verizon directory. Fuzion shall also provide to Verizon (i) on a daily basis, information showing Fuzion Customers who have disconnected or terminated their service with Fuzion; and (ii) delivery information for non-listed and non-published Fuzion Customers to enable Verizon to perform its distribution responsibilities. Verizon shall promptly provide to Fuzion, within forty-eight (48) hours of receipt by Verizon, a query on any listing that is not acceptable.

### 19.3 Listing Inclusion

Verizon shall include each Fuzion Customer's Primary Listing in the appropriate alphabetical directory and, for business Customers, in the appropriate classified (Yellow Pages) directory in accordance with the directory configuration, scope and schedules determined by Verizon in its sole discretion, and shall provide initial distribution of such directories to such Customers in the same manner it provides initial distribution of such directories to its own Customers. "Primary Listing" means a Customer's primary name, address, and telephone number. Listings of Fuzion's Customers shall be interfiled with listings of Verizon's Customers and the Customers of other LECs included in the Verizon directories. Fuzion shall pay Verizon's Tariffed charges for additional and foreign alphabetical listings and other alphabetical services (*e.g.* caption arrangements) for Fuzion's Customers. Verizon shall not require a minimum number of listings per order.

### 19.4 Verizon Information

Upon request by Fuzion, Verizon shall make available to Fuzion the following information to the extent that Verizon provides such information to its own business offices: a directory list of relevant NXX codes, directory and "Customer Guide" close dates, publishing data, and Yellow Pages headings. Verizon also will make available to Fuzion, upon request, a copy of Verizon's alphabetical listings standards and specifications manual.

### 19.5 Confidentiality of Listing Information

Verizon shall accord Fuzion Listing Information the same level of confidentiality that Verizon accords its own listing information, and shall use such Listing Information solely for the purpose of providing directory-related services; provided, however, that should Verizon elect to do so, it may use or license Fuzion Listing Information for directory publishing, direct marketing, or any other purpose for which Verizon uses or licenses its own listing information, so long as Fuzion Customers are not separately identified as such; and provided further that Fuzion may identify those of its Customers who request that their names not be sold for direct marketing purposes, and Verizon shall honor such requests to the same extent as it does for its own Customers.

### 19.6 Accuracy

Both Parties shall use commercially reasonable efforts to ensure the accurate publication of Fuzion Customer listings. At Fuzion's request, Verizon shall provide Fuzion with a report of

all Fuzion Customer listings no more than ninety (90) days and no less than thirty (30) days prior to the service order close date for that directory. Verizon shall process any corrections made by Fuzion with respect to its listings, provided such corrections are received prior to the close date of the particular directory.

#### 19.7 Standards

Fuzion shall adhere to all practices, standards, and ethical requirements established by Verizon with regard to listings. By providing Verizon with Listing Information, Fuzion warrants to Verizon that Fuzion has the right to provide such listings to Verizon on behalf of its Customers. Fuzion shall make commercially reasonable efforts to ensure that any business or person to be listed is authorized and has the right (a) to provide the product or service offered, and (b) to use any personal or corporate name, trade name or language used in the listing. In addition, Fuzion agrees to release, defend, hold harmless and indemnify Verizon from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of Verizon's publication or dissemination of the Listing Information provided by Fuzion hereunder.

#### 19.8 Liability

Verizon's liability to Fuzion in the event of a Verizon error in or omission of a listing shall not exceed the amount of charges actually paid by Fuzion for such listing. In addition, Fuzion agrees to take all reasonable steps, including entering into appropriate contractual provisions with its Customers, to ensure that its and Verizon's liability to Fuzion's Customers in the event of a Verizon error in or omission of a listing shall be subject to the same limitations of liability applicable between Verizon and its Customers.

#### 19.9 Service Information Pages

Verizon shall include all Fuzion NXX codes associated with the geographic areas to which each directory pertains, to the extent it does so for Verizon's own NXX codes, in any lists of such codes that are contained in the general reference portion of each directory. Fuzion's NXX codes shall appear in such lists in the same manner as Verizon's NXX information. In addition, when Fuzion is authorized to, and is offering, local service to end-users located within the geographic region covered by a specific directory, at Fuzion's request, Verizon shall include, at no charge, in the "Customer Guide" or comparable section of the applicable alphabetical directories, Fuzion's critical contact information for Fuzion's installation, repair and Customer service, as provided by Fuzion, and such other essential local service oriented information as agreed to in writing by the Parties. Such critical contact information shall appear alphabetically by local exchange carrier in accordance with Verizon's generally applicable policies. Fuzion shall be responsible for providing the necessary information to Verizon by the applicable close date for each affected directory.



19.10 Directory Publication.

Nothing in this Agreement shall require Verizon to publish a directory where it would not otherwise do so.

19.11 Directory Assistance (DA) and Operator Services (OS)

19.11.1 Either Party may request that the other Party provide the requesting Party with nondiscriminatory access to the other Party's directory assistance service, IntraLATA operator call completion services and/or directory assistance database listings. If either Party makes such a request, the Parties shall enter into a Directory Assistance and IntraLATA Operator Services Agreement.

19.11.2 Fuzion shall arrange at its expense the trunking and other facilities required to transport to and from the designated DA and OS switch locations.

19.12 Busy Line Verification and Busy Line Verification Interrupt (BLV/BLVI)

19.12.1 Either Party may request that the other Party accept and respond to BLV and BLVI requests by operators of the requesting Party. The other Party shall provide the requested BLV and BLVI services in accordance with, and subject to, the rates, terms and conditions set forth in Verizon's FCC Tariff No. 11 (relating to Line Side verification services to other carriers) or as otherwise may be mutually agreed to in writing by the Parties.

19.12.2 Both Parties shall route BLV/BLVI traffic inquiries over separate direct trunk groups (and not the Local/IntraLATA/InterLATA Trunks) established between the Parties' respective operator bureaus. Each Party shall offer Interconnection for BLV/BLVI traffic at its operator services switch serving the LATA or other mutually agreed point within the LATA. Unless otherwise mutually agreed, the Parties shall configure BLV/BLVI trunks over the Interconnection architectures in accordance with the terms of Section 4 of this Agreement. A requesting Party shall outpulse the appropriate NPA, ATC Code, and Routing Code (operator code) to the other Party.

## **20.0 RATES AND CHARGES; ASSURANCE OF PAYMENT**

20.1 Except as provided in Sections 11.0, 20.2 and 20.3 hereof, the rates and charges set forth in Exhibit A hereto shall apply to the services, facilities, and arrangements provided hereunder and used for the provision of Telephone Exchange Service and associated Exchange Access.

20.2 Where there is an applicable Tariff, the rates and charges contained in that Tariff shall apply and prevail over the rates and charges shown in Exhibit A for the same services, facilities

or arrangements; provided, however, that Fuzion may not charge Verizon a rate higher than the Verizon rates and charges for the same services, facilities and arrangements.

20.3 The rates and charges set forth in Exhibit A shall be superseded by any new rate or charge when such new rate or charge is required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect, provided such new rates or charges are not subject to a stay issued by any court of competent jurisdiction; provided further that Fuzion may not charge Verizon a rate higher than the Verizon rates and charges for the same services, facilities and arrangements.

20.4 Upon request by Verizon, Fuzion shall, at any time and from time to time, provide to Verizon adequate assurance of payment of amounts due (or to become due) to Verizon hereunder. Assurance of payment of charges may be requested by Verizon if Fuzion (a) in Verizon's reasonable judgment, at the Effective Date or at any time thereafter, is unable to demonstrate that it is creditworthy, (b) fails to timely pay a bill rendered to Fuzion by Verizon, (c) in Verizon's reasonable judgment, at the Effective Date or at any time thereafter, does not have established credit with Verizon or (d) admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had a case commenced against it) under the U.S. Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding. Unless otherwise agreed by the Parties, the assurance of payment shall, at Fuzion's option, consist of (i) a cash security deposit in U.S. dollars held in an account by Verizon or (ii) an unconditional, irrevocable standby letter of credit naming Verizon as the beneficiary thereof and otherwise in form and substance satisfactory to Verizon from a financial institution acceptable to Verizon, in either case in an amount equal to two (2) months anticipated charges (including, without limitation, both recurring and non-recurring charges), as reasonably determined by Verizon, for the services, facilities or arrangements to be provided by Verizon to Fuzion in connection with this Agreement. To the extent that Fuzion opts for a cash deposit, the Parties intend that the provision of such deposit shall constitute the grant of a security interest pursuant to Article 9 of the Uniform Commercial Code as in effect in any relevant jurisdiction. If required by an applicable Verizon Tariff or by Applicable Law, interest will be paid on any such cash deposit held by Verizon at the higher of the stated interest rate in such Tariff or in the provisions of Applicable Law. Verizon may (but is not obligated to) draw on the letter of credit or cash deposit, as applicable, upon notice to Fuzion in respect of any amounts billed hereunder that are not paid within thirty (30) days of the date of the applicable statement of charges prepared by Verizon. Notwithstanding anything else set forth in this Agreement, if Verizon makes a request for assurance of payment in accordance with the terms of this Section, then Verizon shall have no obligation thereafter to perform under this Agreement until such time as Fuzion has provided Verizon with such assurance of payment. The fact that a security deposit or a letter of credit is requested by Verizon hereunder shall in no way relieve Fuzion from compliance with the requirements of this Agreement (including, without limitation, any applicable Tariffs) as to advance payments and payment for service, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of service for nonpayment of any sums due to Verizon

for the services, facilities or arrangements rendered. To the extent Fuzion selects a cash security deposit or an unconditional, irrevocable standby letter of credit from Fuzion, and Fuzion reasonably demonstrates its credit worthiness for twelve (12) consecutive months by making timely payment within thirty (30) days of the date of the applicable statement of charges from Verizon of all charges or amounts owed to Verizon under this Agreement, Verizon will release Fuzion from this deposit requirement and return all deposits, with any interest due under the terms of this Section 20.4, and/or void said letter of credit. Thereafter, Verizon may require a cash security deposit or an unconditional, irrevocable letter of credit at any time Fuzion (a) is unable to demonstrate that it is creditworthy, (b) fails to timely pay a bill rendered to Fuzion by Verizon, (c) in Verizon's reasonable judgment does not have established credit with Verizon or (d) admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had a case commenced against it) under the U.S. Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.

## **21.0 INSURANCE**

21.1 Fuzion shall maintain during the term of this Agreement all insurance and/or bonds required to satisfy its obligations under this Agreement (including, without limitation, its obligations set forth in Section 24 hereof) and all insurance and/or bonds required by Applicable Law. At a minimum and without limiting the foregoing covenant, Fuzion shall maintain the following insurance:

(a) Commercial General Liability Insurance, on an occurrence basis, including but not limited to, premises-operations, broad form property damage, products/completed operations, contractual liability, independent contractors, and personal injury, with limits of at least \$2,000,000 combined single limit for each occurrence.

(b) Automobile Liability, Comprehensive Form, with limits of at least \$500,000 combined single limit for each occurrence.

(c) Excess Liability, in the umbrella form, with of at least \$10,000,000 combined single limit for each occurrence.

(d) Worker's Compensation Insurance as required by Applicable Law and Employer's Liability Insurance with limits of not less than statutorily required per occurrence.

21.2 Fuzion shall name Verizon as an additional insured on the foregoing insurance.

21.3 Fuzion shall, within two (2) weeks of the date hereof and on a semi-annual basis thereafter, furnish certificates or other proof of the foregoing insurance acceptable to Verizon. The certificates or other proof of the foregoing insurance shall be sent to: Director - Interconnection

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Services; Verizon Wholesale Markets; 1095 Avenue of the Americas; Room 1423; New York, NY 10036. In addition, Fuzion shall require its agents, representatives, and contractors, if any, that may enter upon the premises of Verizon or Verizon's affiliated companies to maintain similar and appropriate insurance and, if requested, to furnish Verizon certificates or other adequate proof of such insurance acceptable to Verizon. Certificates furnished by Fuzion or Fuzion's agents, representatives, or contractors shall contain a clause stating: "Verizon – New England, Inc. shall be notified in writing at least thirty (30) days prior to cancellation of, or any material change in, the insurance."

## **22.0 TERM AND TERMINATION.**

22.1 This Agreement shall be effective as of the Effective Date and, unless terminated earlier in accordance with the terms hereof, shall continue in effect until January 1, 2003 (the "Initial Term"), and thereafter the Agreement shall continue in force and effect unless and until terminated as provided herein. Further the Parties may extend this Agreement for an additional one (1) year, if both Parties consent in writing to said extension of the Initial Term.

22.2 This Agreement shall be null and void if neither Party has ordered a facility, service or arrangement hereunder by January 1, 2002.

22.3 Upon the expiration of the Initial Term or at any time thereafter, either Party may terminate this Agreement by providing written notice of termination to the other Party, such written notice to be received at least three (3) months, but not greater than nine (9) months, in advance of the date of termination. In the event of such termination, if neither Party has requested renegotiation of a new interconnection agreement, the service arrangements made available under this Agreement and existing at the time of termination shall, unless otherwise agreed to by the Parties, continue without interruption under (a) standard Interconnection terms and conditions approved and made generally effective by the Commission, (b) Tariff terms and conditions generally available to CLECs or (c) if none of the above is available, under the terms of this Agreement on a month-to-month basis, for a period not to exceed six (6) months, until such time as a new agreement is entered into, or if no agreement is entered into, until (a) or (b) becomes available.

22.4 If either Party seeks to renegotiate this Agreement, unless otherwise agreed by the Parties, it must provide written notice thereof to the other Party no earlier than nine (9) months prior to the end of the Initial Term. The date of a Party's receipt of the other Party's request to renegotiate shall hereinafter be referred to as the "Renegotiation Request Date." Any such request shall be deemed by both Parties to be a good faith request for Interconnection pursuant to Section 252 of the Act (or any successor provision), regardless of which Party made such request. If the Parties do not execute a new interconnection agreement within the respective periods set under the Act, either Party may exercise its applicable rights under the Act. To the extent changes or modifications to the Applicable Law occur during the term of this Agreement, the Parties shall amend this Agreement in accordance with Section 27.3.

22.5 If either Party requests renegotiation of this Agreement pursuant to Section 22.4 hereof, this Agreement shall remain in effect as set forth in this Section 22.0 until the earlier of (a) the Parties' execution of a new interconnection agreement or (b) the passage of nine (9) months after the Renegotiation Request Date. If a new Interconnection Agreement negotiated by the Parties has not been duly executed within nine (9) months after the Renegotiation Request Date, the service arrangements made available under this Agreement and existing at that time shall, unless otherwise agreed by the Parties, continue without interruption under (a) standard Interconnection terms and conditions approved and made generally effective by the Commission, (b) Tariff terms and conditions generally available to CLECs or (c) if none of the above is available, under the terms of this Agreement on a month-to-month basis until the Parties' new interconnection agreement is executed or until such time as (a) or (b) becomes available. Upon execution of the Parties' new interconnection agreement, that agreement shall govern the Parties' Interconnection service arrangements, rather than items (a), (b) or (c) above.

22.6 If either Party defaults in the payment of any amount due hereunder, or if either Party materially violates any other material provision of this Agreement, and such default or violation shall continue for sixty (60) days after written notice thereof, the other Party may terminate this Agreement or suspend the provision of any or all services, facilities and arrangements hereunder by providing written notice to the defaulting Party. At least twenty-five (25) days prior to the effective date of such termination or suspension, the other Party must provide the defaulting Party and the appropriate federal and/or state regulatory bodies with written notice of its intention to terminate the Agreement or suspend service if the default is not cured. Notice shall be posted by overnight mail, return receipt requested. If the defaulting Party cures the default or violation within the sixty (60) day period, the other Party shall not terminate the Agreement or suspend service provided hereunder but shall be entitled to recover all reasonable costs, if any, incurred by it in connection with the default or violation, including, without limitation, costs incurred to prepare for the termination of the Agreement or the suspension of service provided hereunder.

### **23.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES**

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, **NEITHER PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FACILITIES OR ARRANGEMENTS PROVIDED HEREUNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM ANY OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND AGAINST INFRINGEMENT, AND WARRANTIES ARISING BY TRADE CUSTOM, TRADE USAGE, COURSE OF DEALING OR PERFORMANCE, OR OTHERWISE.**

## 24.0 INDEMNIFICATION

24.1 Verizon agrees to indemnify, defend and hold harmless Fuzion, Fuzion's affiliates, and the directors, officers and employees of Fuzion and Fuzion's affiliates from and against any and all Losses resulting from any claims, demands, suits, governmental proceedings, or other actions:

(a) relating to personal injury to or death of any person, or damage to, or destruction or loss of, real and/or personal property of any person, arising from transactions or activities relating to this Agreement, to the extent such injury, death, damage, destruction or loss, was proximately caused by the negligent or otherwise tortuous acts or omissions of Verizon; Verizon's affiliates, or the directors, officers, employees, agents or contractors of Verizon or Verizon's affiliates; or

(b) made, instituted, or asserted by Verizon's own Customer(s) against Fuzion, Fuzion's affiliates, or the directors, officers and employees of Fuzion or Fuzion's affiliates arising out of Fuzion's provision of services to Verizon under this Agreement (except for a Loss as to which Fuzion is obligated to indemnify Verizon under Section 24.2(a)).

24.2 Fuzion agrees to indemnify, defend and hold harmless Verizon, Verizon's affiliates, and the directors, officers and employees of Verizon and Verizon's affiliates from and against any and all Losses resulting from any and all claims, demands, suits, governmental proceedings, or other actions:

(a) relating to personal injury to or death of any person, or damage to, or destruction or loss of, real and/or personal property, of any person, arising from transactions or activities relating to this Agreement, to the extent such injury, death, damage, destruction or loss, was proximately caused by the negligent or otherwise tortuous acts or omissions of Fuzion, Fuzion's affiliates, or the directors, officers, employees, agents or contractors of Fuzion or Fuzion's affiliates; or

(b) made, instituted, or asserted by Fuzion's own Customer(s) against Verizon, Verizon's affiliates, or the directors, officers or employees of Verizon or Verizon's affiliates arising out of Verizon's provision of services to Fuzion under this Agreement (except for a Loss as to which Verizon is obligated to indemnify Fuzion under Section 24.1(a)).

24.3 Nothing in Sections 24.1 and 24.2 shall affect or limit any claims, remedies, or other actions the indemnifying Party may have against the indemnified Party or other persons who are to be indemnified under Sections 24.1 and 24.2 ("Indemnified Party/Person") under this Agreement, any other contract, any applicable Tariff(s), or Applicable Law, relating to the indemnified Party's provision of services, facilities or arrangements to the indemnifying Party under this Agreement.

24.4 A Party's obligation to indemnify, defend and hold harmless an Indemnified Party/Person as provided herein shall be conditioned upon the following:

(a) The Indemnified Party/Person shall promptly notify the indemnifying Party of any action taken against the Indemnified Party/Person relating to the indemnification. However, the failure to give such notice shall release the indemnifying Party from its obligations under this Section 24.0 only to the extent the failure to give such notice has prejudiced the indemnifying Party.

(b) The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the Indemnified Party/Person may engage separate legal counsel only at the Indemnified Party/Person's sole cost and expense.

(c) In no event shall the indemnifying Party settle or consent to any judgment in an action without the prior written consent of the Indemnified Party/Person, which consent shall not be unreasonably withheld. However, in the event the settlement or judgment requires a contribution from or affects the rights of the Indemnified Party/Person, the Indemnified Party/Person shall have the right to refuse such settlement or judgment and, at its own cost and expense, take over the defense against such Loss, provided that in such event the indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the Indemnified Party/Person against, the Loss for any amount in excess of such refused settlement or judgment.

(d) The indemnified Party shall, in all cases, assert any and all provisions in its Tariffs and Customer contracts that limit liability to third parties as a bar to any recovery by the third party claimant.

(e) The Indemnified Party/Person shall offer the indemnifying Party all reasonable cooperation and assistance in the defense of any such action.

24.5 Each Party agrees that it will not implead or bring any action against the other Party or its affiliates, or any of their respective directors, officers, agents or employees, based on any claim by any person for personal injury or death that occurs in the course or scope of employment of such person by the other Party and that arises out of performance of this Agreement.

24.6 Notwithstanding any other provision of this Agreement, with respect to Verizon's provision of Line Sharing to Fuzion hereunder, each Party shall release, indemnify, defend and hold harmless the other Party for any Loss suffered, made, instituted, or asserted by the other Party's Customer(s) that arise from disruptions to that Customer's service or from any violation of Applicable Law governing the privacy of the Customer's communications, and that are proximately caused by the grossly negligent or willful acts or omissions of the indemnifying Party in connection with a Line Sharing arrangement.

## **25.0 LIMITATION OF LIABILITY**

25.1 The liability, if any, of either Party to the other Party or to any other person for damages, claims or other losses arising out of failure to comply with a direction to install, restore or terminate services, facilities or arrangements, or out of failures, mistakes, omissions, interruptions, delays, errors, defects or the like occurring in the course of furnishing any services, facilities or arrangements hereunder (collectively, "Errors") shall be determined in accordance with the terms of the applicable Tariff(s) of the providing Party. In the event no legally effective Tariff provision limiting or excluding the liability of the providing Party shall apply, the providing Party's liability for such Errors shall not exceed an amount equal to the pro rata applicable monthly charge for the services, facilities or arrangements that are subject to the Errors for the period in which such Errors occur. Recovery of said amount shall be the injured Party's sole and exclusive remedy against the providing Party for such Errors.

25.2 Neither Party shall be liable to the other Party or to any other person in connection with the provision or use of services, facilities or arrangements offered under this Agreement for indirect, incidental, consequential, reliance, punitive, or like damages, including, without limitation, damages for lost revenues, profits or savings, or other commercial or economic loss (collectively, "Consequential Damages"), regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including, without limitation, negligence of a Party, even if the other Party has been advised of the possibility of such damages; provided that the foregoing shall not limit a Party's obligation under Section 24 hereof.

## **26.0 PERFORMANCE STANDARDS FOR SPECIFIED ACTIVITIES**

### **26.1 Performance Standards**

Verizon shall provide Interconnection and unbundled Network Elements, and make its Telecommunication Services available for resale, all as set forth herein in accordance with the performance standards set forth in Section 251(c) of the Act and the FCC Regulations.

### **26.2 Performance Reporting**

26.2.1 To the extent required by Appendix D, Section V, "Carrier-to-Carrier Performance plan (Including Performance Measurements)," and Attachment A, "Carrier-to-Carrier Performance Assurance Plan," of "In re Application of GTE Corporation, Transferor, and Bell Atlantic Corporation, Transferee, For Consent to Transfer of Control of Domestic and International Section 214 and 310 Authorizations and Application to Transfer Control of a Submarine Cable Landing License, Memorandum Opinion and Order, FCC CC Docket No. 98-184, (June 16, 2000), as amended from time to time, BA shall provide performance measurement results to Fuzion. Verizon reserves the right to change the form of the Performance Monitoring Report from time-to-time; provided that the form of the Performance Monitoring Report shall be consistent with the Merger Order.



26.2.2 Fuzion agrees that the information included in the Performance Measurement Results is confidential and proprietary to Verizon, and shall be used by Fuzion solely for internal performance assessment purposes, for purposes of joint Fuzion and Verizon assessments of service performance, and for reporting to the Commission, the FCC, or courts of competent jurisdiction, under cover of an agreed-upon protective order, for the sole purpose of enforcing Verizon's obligations hereunder. Fuzion shall not otherwise disclose this information to third parties.

## **27.0 COMPLIANCE WITH LAWS; REGULATORY APPROVAL**

27.1 Each Party shall remain in compliance with Applicable Law in the course of performing this Agreement. Each Party shall promptly notify the other Party in writing of any governmental action that suspends, cancels, withdraws, limits, or otherwise materially affects its ability to perform its obligations hereunder.

27.2 The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC.

27.3 In the event of a change in Applicable Law that materially affects any material term of this Agreement, the rights or obligations of either Party hereunder, or the ability of either Party to perform any material provision hereof, the Parties shall negotiate in good faith an amendment to such affected provisions with a view toward agreeing to acceptable new terms as may be required or permitted as a result of such legislative, regulatory, judicial or other legal action.

27.4 Notwithstanding anything herein to the contrary, if, as a result of any decision, order or determination of any judicial regulatory or other governmental authority with jurisdiction over the subject matter hereof, it is determined that Verizon is not required to furnish any service, facility or arrangement, or to provide any benefit required to be furnished or provided to Fuzion hereunder, then Verizon may discontinue the provision of any such service, facility, arrangement or benefit to the extent permitted by any such decision, order or determination by providing thirty (30) days prior written notice to Fuzion, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff or Applicable Law) for termination of such service, facility, arrangement or benefit, in which event such specified period and/or conditions shall apply.

## **28.0 MISCELLANEOUS**

### **28.1 Authorization**

28.1.1 Verizon represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of New York and has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder.

## FUZION - VERIZON Interconnection Agreement for Maine

28.1.2 Fuzion represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada, and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

28.1.3 Fuzion represents that it is, or intends to become, a provider of Telephone Exchange Service to business subscribers offered exclusively over its own Telephone Exchange Service facilities or predominantly over its own Telephone Exchange Service facilities in combination with the use of unbundled Network Elements purchased from another entity and the resale of the Telecommunications Services of other carriers.

### 28.2 Independent Contractor; Disclaimer of Agency

Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable Federal, state and local income taxes, social security taxes and other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable unemployment or workers' compensation acts. Each Party shall have sole authority and responsibility to hire, fire and otherwise control its employees. Except for provisions herein expressly authorizing a Party to act for another Party, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

### 28.3 Force Majeure

Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, including, without limitation: adverse weather conditions, fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any governmental or legal body; labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other acts or occurrences beyond the Party's reasonable control, in each case regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement (any of the foregoing, a "Force Majeure Event"). In such event, the non-performing Party shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such Party's obligations relate to the performance so interfered with). The non-performing Party shall use commercially reasonable efforts to avoid or remove the cause(s) of non-performance and both Parties shall proceed to perform with dispatch once the cause(s) are removed or cease.

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Notwithstanding the above, in no case shall a Force Majeure Event excuse either Party from the obligation to pay money when due under this Agreement, nor require the non-performing Party to settle any labor dispute except as the non-performing Party, in its sole discretion, determines appropriate.

#### 28.4 Confidentiality

28.4.1 All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, that is furnished by one Party to the other Party and that:

- (a) contains Customer specific, facility specific, or usage specific information, other than customer information communicated for the purpose of publication or directory database inclusion, or
- (b) is in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary," or
- (c) is communicated orally and declared to the receiving Party at the time of delivery, and by written notice given to the receiving Party within ten (10) days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party.

28.4.2 Each Party shall keep all of the other Party's Proprietary Information confidential in the same manner it holds its own Proprietary Information confidential (which in all cases shall be no less than in a commercially reasonable manner) and shall use the other Party's Proprietary Information only for performing the covenants contained in this Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing or to enforce its rights hereunder (provided that the Party wishing to disclose the other Party's Proprietary Information submits the same to the Commission or courts of competent jurisdiction, as applicable, under a request for a protective order).

28.4.3 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information that:

- (a) was, at the time of receipt, already known to the receiving Party free of any obligation to keep it confidential as evidenced by written records prepared prior to delivery by the disclosing Party; or
- (b) is or becomes publicly known through no wrongful act of the receiving Party; or

(c) is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or

(d) is independently developed by an employee, agent, or contractor of the receiving Party that does not have any direct or indirect access to the Proprietary Information; or

(e) is approved for release by written authorization of the disclosing Party; or

(f) is required to be made public by the receiving Party pursuant to Applicable Law, provided that the receiving Party shall have made commercially reasonable efforts to give adequate notice of the requirement to the disclosing Party in order to enable the disclosing Party to seek protective orders.

28.4.4 Following termination or expiration of this Agreement, and upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic, electromagnetic or otherwise, except that the receiving Party may retain one copy for archival purposes only.

28.4.5 Notwithstanding any other provision of this Agreement, the provisions of this Section 28.4 shall apply to all Proprietary Information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the Effective Date.

## 28.5 Choice of Law

The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the state in which this Agreement is to be performed, except for its conflicts of laws provisions. In addition, insofar as and to the extent Federal law may apply, Federal law will control.

## 28.6 Taxes

28.6.1 In General. With respect to any purchase hereunder of services, facilities or arrangements, if any federal, state or local tax, fee, surcharge or other tax-like charge (a "Tax") is required or permitted by Applicable Law to be collected from the purchasing Party by the providing Party, then (i) the providing Party shall properly bill the purchasing Party for such Tax, (ii) the purchasing Party shall timely remit such Tax to the providing Party and (iii) the providing Party shall timely remit such collected Tax to the applicable taxing authority.

28.6.2 Taxes Imposed on the Providing Party With respect to any purchase hereunder of services, facilities or arrangements, if any federal, state or local Tax is imposed by Applicable Law on the receipts of the providing Party, and such Applicable Law permits the providing Party to exclude certain receipts received from sales for resale to a public utility, distributor, telephone company, local exchange carrier, telecommunications company or other

communications company ("Telecommunications Company"), such exclusion being based solely on the fact that the purchasing Party is also subject to a tax based upon receipts ("Receipts Tax"), then the purchasing Party (i) shall provide the providing Party with notice in writing in accordance with Section 28.6.6 of this Agreement of its intent to pay the Receipts Tax and (ii) shall timely pay the Receipts Tax to the applicable tax authority.

**28.6.3 Taxes Imposed on Customers** With respect to any purchase hereunder of services, facilities or arrangements that are resold to a third party, if any federal, state or local Tax is imposed by Applicable Law on the subscriber, end-user, Customer or ultimate consumer ("Subscriber") in connection with any such purchase, which a Telecommunications Company is required to impose and/or collect from a Subscriber, then the purchasing Party (i) shall be required to impose and/or collect such Tax from the Subscriber and (ii) shall timely remit such Tax to the applicable taxing authority.

**28.6.4 Liability for Uncollected Tax, Interest and Penalty** If the providing Party has not received an exemption certificate and fails to collect any Tax as required by Section 28.6.1, then, as between the providing Party and the purchasing Party, (i) the purchasing Party shall remain liable for such uncollected Tax and (ii) the providing Party shall be liable for any interest assessed thereon and any penalty assessed with respect to such uncollected Tax by such authority. If the providing Party properly bills the purchasing Party for any Tax but the purchasing Party fails to remit such Tax to the providing Party as required by Section 28.6.1, then, as between the providing Party and the purchasing Party, the purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the providing Party does not collect any Tax as required by Section 28.6.1 because the purchasing Party has provided such providing Party with an exemption certificate that is later found to be inadequate by a taxing authority, then, as between the providing Party and the purchasing Party, the purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the purchasing Party fails to pay the Receipts Tax as required by Section 28.6.2, then, as between the providing Party and the purchasing Party, (x) the providing Party shall be liable for any Tax imposed on its receipts and (y) the purchasing Party shall be liable for any interest assessed thereon and any penalty assessed upon the providing Party with respect to such Tax by such authority. If the purchasing Party fails to impose and/or collect any Tax from Subscribers as required by Section 28.6.3, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay, or is required to impose on and/or collect from Subscribers, the purchasing Party agrees to indemnify and hold the providing Party harmless on an after-tax basis for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to recover the Tax from the providing Party due to the failure of the purchasing Party to timely pay, or collect and timely remit, such Tax to such authority. In the event either Party is audited by a taxing authority, the other Party agrees to cooperate fully with the Party being audited in order to respond to any audit

inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

28.6.5 Tax Exemptions and Exemption Certificates If Applicable Law clearly exempts a purchase hereunder from a Tax, and if such Applicable Law also provides an exemption procedure, such as an exemption-certificate requirement, then, if the purchasing Party complies with such procedure, the providing Party shall not collect such Tax during the effective period of such exemption. Such exemption shall be effective upon receipt of the exemption certificate or affidavit in accordance with the terms set forth in Section 28.6.6. If Applicable Law clearly exempts a purchase hereunder from a Tax, but does not also provide an exemption procedure, then the providing Party shall not collect such Tax if the purchasing Party (i) furnishes the providing Party with a letter signed by an officer requesting such an exemption and citing the provision in the Applicable Law which clearly allows such exemption and (ii) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party (*e.g.*, an agreement commonly used in the industry), which holds the providing Party harmless on an after-tax basis with respect to its forbearing to collect such Tax.

28.6.6 If any discount or portion of a discount in price provided to Fuzion under this Agreement (including, but not limited to, a wholesale discount provided for in Exhibit A) is based on anticipated Tax savings to Verizon because it was anticipated that receipts from sales of Verizon services that would otherwise be subject to a Tax on such receipts could be excluded from such Tax under Applicable Law because the Verizon services would be sold to Fuzion for resale, and Verizon is, in fact, required by Applicable Law to pay such Tax on receipts from sales of Verizon services to Fuzion, then, as between Verizon and Fuzion, Fuzion shall be liable for, and shall indemnify and hold harmless Verizon against (on an after-tax basis), any such Tax and any interest and/or penalty assessed by the applicable taxing authority on either Fuzion or Verizon with respect to the Tax on Verizon's receipts.

28.6.7 All notices, affidavits, exemption-certificates or other communications required or permitted to be given by either Party to the other, for purposes of this Section 28.6, shall be made in writing and shall be delivered in person or sent by certified mail, return receipt requested, or registered mail, or a courier service providing proof of service, and sent to the addressees set forth in Section 28.10 as well as to the following:

To Verizon: Tax Administration  
Verizon Communications  
1095 Avenue of the Americas  
Room 3109  
New York, NY 10036

To Fuzion: Hugh Cooper  
5255 N. Federal Highway  
Suite 300  
Boca Raton, FL 33487

Either Party may from time to time designate another address or other addressees by giving notice in accordance with the terms of this Section 28.6. Any notice or other communication shall be deemed to be given when received.

#### 28.7 Assignment

Neither Party may assign this Agreement or any of its rights or obligations hereunder to a third party without the written consent of the other Party; provided, however, that either Party may assign this Agreement to an affiliate, with the other Party's prior written consent, upon the provision of reasonable evidence by the proposed assignee that it has the resources, ability, and authority to provide satisfactory performance under this Agreement and that the proposed assignee is in good standing with the other Party. Any assignment or delegation in violation of this Section 28.7 shall be void and ineffective and constitute a default of this Agreement. For the purposes of this Section, the term "affiliate" shall mean any entity that controls, is controlled by, or is under common control with the assigning Party.

#### 28.8 Billing and Payment; Disputed Amounts

28.8.1 Except as may otherwise be provided in this Agreement, each Party shall submit on a monthly basis an itemized statement of charges incurred by the other Party during the preceding month(s) for services, facilities or arrangements provided hereunder. Payment of amounts billed under this Agreement, whether billed on a monthly basis or as otherwise provided herein, shall be due, in immediately available U.S. funds, on the later of (a) thirty (30) days following the date of such statement, or (b) twenty (20) days from the date of receipt of such statement.

28.8.2 Both Parties agree to submit timely and accurate statements of charges in accordance with the requirements of Applicable Law. So long as the billing Party is entitled to bill and collect its billed charges in accordance with Applicable Law, failure by the billing Party to present statements to the other Party in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and the billed Party shall not be entitled to dispute the billing Party's statement(s) based on such Party's failure to submit them in a timely fashion.

28.8.3 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within thirty (30) days of its receipt of the invoice containing such disputed amount give notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due (a) all undisputed amounts to the Billing Party and (b) all Disputed Amounts into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the Parties.

28.8.4 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within sixty (60) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

28.8.5 If the Parties are unable to resolve issues related to the Disputed Amounts within forty-five (45) days after the Parties' appointment of designated representatives pursuant to Section 28.8.4, or if either Party fails to appoint a designated representative within thirty (30) days of the end of the sixty (60) day period referred to Section 28.8.4, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant to this Agreement or law or equity.

28.8.6 The Parties agree that all negotiations pursuant to this Section 28.8 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

28.8.7 Charges which are not paid by the due date stated on either Party's bill shall be subject to a late payment charge. The late payment charge shall be an amount specified by the billing Party which shall not exceed a rate of one and one half percent (1 1/2%) of the overdue amount (including any unpaid previously billed late payment charges) per month. Late payment charges shall accrue from the due date until payment is made to the billing Party or to an escrow account in accordance with Section 28.8.3.

## 28.9 Dispute Resolution

Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties, in the first instance. Should such negotiations fail to resolve the dispute in a reasonable time, either Party may initiate an appropriate action in any regulatory or judicial forum of competent jurisdiction.

## 28.10 Notices

Except as otherwise provided in this Agreement, notices given by one Party to the other Party under this Agreement shall be in writing and shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested, or (d) delivered by telecopy to the following addresses of the Parties:

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FUZION - VERIZON Interconnection Agreement for Maine

To Fuzion: Corporate Service Center, Inc.  
1475 Terminal Way, Suite E  
Reno, Nevada 89502-3225

Telephone: 775-329-7721  
Facsimile: 775-329-0852

To Verizon:

Director - Interconnection Services  
Verizon Wholesale Markets  
1095 Avenue of the Americas  
Room 1423  
New York, NY 10036  
Facsimile: 212/395-7600

with copies to:

Vice President and General Counsel  
Verizon Maine  
14<sup>th</sup> Floor  
185 Franklin Street  
Boston, MA 02110

Associate General Counsel – Telecom  
1320 N. Court House Road  
8<sup>th</sup> Floor  
Arlington, VA 22201  
Facsimile: 703/974-0744

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) three (3) days after mailing in the case of first class or certified U.S. mail, or (iv) on the date set forth on the confirmation in the case of telecopy.

28.11 Section 252(i) Obligations

28.11.1 the extent required under Applicable Law, each Party shall comply with

the requirements of Section 252(i) of the Act.

28.11.2 To the extent that the exercise by Fuzion of any rights it may have under such Section 252(i) results in the rearrangement of facilities by Verizon, Fuzion shall be solely liable for all costs associated therewith.

28.11.3 If Fuzion wishes to exercise any rights it may have under Section 252(i), Fuzion shall provide written notice thereof to Verizon. Upon Verizon's receipt of said notice, the Parties shall amend this Agreement so that it provides for the same rates, terms and conditions for the Interconnection, service, or Network Element that Fuzion has elected to adopt as are set forth in the interconnection agreement under which Fuzion has made such election (the "Other Agreement"), as well as all of the rates, terms and conditions from the Other Agreement that are legitimately related to such Interconnection, service, or Network Element that has been adopted by Fuzion, in each case for the remainder of the term of the Other Agreement and in accordance with Applicable Law.

#### 28.12 Joint Work Product

This Agreement is the joint work product of the Parties, has been negotiated by the Parties, and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

#### 28.13 No Third Party Beneficiaries

Except as expressly set forth in this Agreement, this Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder.

#### 28.14 No Licenses

28.14.1 Nothing in this Agreement shall be construed as the grant of a license with respect to any patent, copyright, trademark, trade name, trade secret or any other proprietary or intellectual property now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

28.14.2 Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Customers based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any service, facility or arrangement by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to

infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.

28.14.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY EACH PARTY OF THE OTHER'S FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT.

28.14.4 Fuzion agrees that the rights granted by Verizon hereunder shall, where applicable, be subject to the restrictions, if any, contained in any current software license agreements between Verizon and Verizon's software vendors. Verizon agrees to advise Fuzion, directly or through a third party, of any such restrictions that extend beyond restrictions otherwise imposed under this Agreement or applicable Tariff restrictions ("Ancillary Restrictions") and that may directly and adversely affect Fuzion's authorized use of facilities, arrangements, or services supplied by Verizon hereunder for Fuzion's provision of local exchange services in Maine. Fuzion acknowledges that functions and features made available to it hereunder through the use of third party proprietary products may involve additional terms and conditions and/or separate licensing to Fuzion. Verizon agrees to advise Fuzion, directly or through a third party, of such additional terms or conditions or separate licensing requirements that may affect Fuzion's provision of local exchange services in Maine. To the extent Verizon's rights to use such third party licenses impose Ancillary Restrictions or impose separate licensing requirements that may directly and adversely affect Fuzion's authorized use of facilities, arrangements, or services supplied by Verizon hereunder for Fuzion's provision of local exchange services in Maine, Verizon will, at Fuzion's request and at Fuzion's expense, renegotiate such licenses for Fuzion's benefit to cover use by Fuzion and will, in those negotiations, exercise commercially reasonable efforts to obtain licensing for Fuzion on terms and at rates similar to or the same as those obtained by Verizon.

#### 28.15 Technology Upgrades

Notwithstanding any other provision of this Agreement, Verizon shall have the right to deploy, upgrade, migrate and maintain its network at its discretion. The Parties acknowledge that Verizon, at its election, may deploy fiber throughout its network and that such fiber deployment may inhibit or facilitate Fuzion's ability to provide service using certain technologies. Nothing in this Agreement shall limit Verizon's ability to modify its network through the incorporation of new equipment, new software or otherwise. Fuzion shall be solely responsible for the cost and effort of accommodating such changes in its own network. In accordance with Section 9.5, Verizon will provide or publish notice prior to making such technology upgrades which Verizon reasonably believes will, or may, inhibit or modify Fuzion's ability to provide services under this Agreement.

#### 28.16 Survival

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement (including, without limitation, the obligation to pay amounts owed hereunder (to include indemnification obligations) and the obligation to protect the other Party's Proprietary Information) shall survive the termination or expiration of this Agreement.

#### 28.17 Entire Agreement

The terms contained in this Agreement and any Schedules, Exhibits, Tariffs and other documents or instruments referred to herein that are incorporated into this Agreement by reference constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede any and all prior understandings, proposals and other communications, oral or written regarding such subject matter. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications.

#### 28.18 Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

#### 28.19 Modification, Agreement, Supplement, or Waiver

No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties. Notwithstanding the preceding sentence, either Party may add or delete Tariffs, or change its Tariffs, at any time without the consent of the other Party. A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options.

#### 28.20 Successors and Assigns

This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assigns.

#### 28.21 Publicity and Use of Trademarks or Service Marks

Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in connection with the sale of products and services, or

in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

Neither Party may imply any direct or indirect affiliation with or sponsorship or endorsement of its company, products and services by the other Party. Fuzion may respond to inquiries from its Customers and state that Fuzion is using Verizon's services and/or facilities to provide telecommunications services.

Any violation of this section 28.21 shall be considered a material breach of this Agreement.

#### 28.22 Cooperation With Law Enforcement

Verizon may cooperate with law enforcement authorities to the full extent required or permitted by Applicable Law in matters related to services provided by Verizon hereunder, including, but not limited to, the production of records; the establishment of new lines or the installation of new services on an existing line in order to support law enforcement operations; and the installation of wiretaps, trap-or-trace devices and pen registers. Verizon shall not have the obligation to inform the Customers of Fuzion of such law enforcement requests, except to the extent required by Applicable Law. Where a law enforcement request relates to the establishment of new lines (including, but not limited to, lines established to support interception of communications on other lines), or the installation of services on existing lines, Verizon may take measures to prevent CLECs from obtaining access to information concerning such lines or services through operations support system interfaces, whenever an appropriate governmental authority so requests. Verizon will inform CLEC of such law enforcement requests, unless an appropriate governmental authority requests that notice to CLEC be withheld, or such disclosure is otherwise inconsistent with Applicable Law. A request that the existence of the lines or services not be disclosed shall be interpreted as including a request to block access to information concerning the lines or services through operations support system interfaces. Verizon will not be liable to any person for any economic harm, personal injury, invasion of any right of privacy, or any other harm, loss or injury, caused or claimed to be caused, directly or indirectly, by actions taken by Verizon to block, or by its failure to block, access to information concerning particular lines or services through operations support systems interfaces or otherwise.

#### 28.23 CLEC Certification

Notwithstanding any other provision of this Agreement, Verizon shall have no obligation to perform under this Agreement until such time as Fuzion has obtained a Certificate of Public Convenience and Necessity (CPCN) or such other Commission authorization as may be required by law as a condition for conducting business in Maine as a local exchange carrier.

#### 28.24 Severability

## FUZION - VERIZON Interconnection Agreement for Maine

In the event that any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such invalid or unenforceable provision.

FUZION - VERIZON Interconnection Agreement for Maine

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

FUZION WIRELESS COMMUNICATIONS  
INC.

VERIZON NEW ENGLAND INC., d/b/a  
VERIZON MAINE

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: David L. Frank

Printed: Jeffrey Masoner

Title: President/Secretary

Title: Vice President - Interconnection Policy

**SCHEDULE 4.1**

**NETWORK INTERCONNECTION SCHEDULE**

**MAINE BUSINESS SERVICES**

Verizon-IP***	Fuzion-IP	Fuzion Intended Implementation Date
	To Be Determined	To Be Determined

\*\*\* Verizon-IP(s) shall be either the Verizon Tandem or the Verizon End Office to which the terminating NPA/NXX has been assigned in the Local Exchange Routing Guide.



## **SCHEDULE 4.2**

### **INTERCONNECTION POINTS FOR DIFFERENT TYPES OF TRAFFIC**

Each Party shall provide the other Party with Interconnection to its network at the following points for transmission, routing and termination subject to the availability of facilities. Compensation for such facilities will be as set forth in Exhibit A or as provided elsewhere herein.

1. For the termination of Local Traffic or Toll Traffic originated by one Party's Customer and terminated to the other Party's Customer, at the points set forth in Section 4 of the main body of the Agreement.
2. For the termination of Meet Point Billing Traffic from an IXC to:
  - (a) Fuzion, at the Fuzion-IP in LATA in which the Traffic is to terminate.
  - (b) Verizon, at the Verizon-IP in LATA in which the Traffic is to terminate.
3. For the termination of Transit Traffic from an ITC, wireless carrier, or other CLEC to:
  - (a) Fuzion, at the Fuzion-IP in which the Traffic is to terminate.
  - (b) Verizon, at the Verizon-IP in LATA in which the Traffic is to terminate.
4. For 911/E911 traffic originated on Fuzion's network, at the PSAP in areas where only Basic 911 service is available, or at the Verizon 911/E911 Tandem Office serving the area in which the Fuzion Customer is located, in accordance with applicable state laws and regulations and PSAP requirements.
5. For Directory Assistance (411 or NPA-555-1212) traffic, at the applicable Verizon operator services Tandem Office.
6. For Operator Services (call completion) traffic, at the applicable Verizon operator services Tandem Office.
7. For BLV/BLVI traffic, at the terminating Party's operator services Tandem Office.
8. For SS7 signaling originated by:
  - (a) Fuzion, at mutually agreed-upon Signaling Point of Interconnection(s) ("SPOI") in the LATA in which the Local or Toll Traffic originates, over CCSAC links provisioned in accordance with Bellcore GR-905 and Verizon Supplement Common Channel Signaling Network Interface Specification (Verizon 905).

## FUZION - VERIZON Interconnection Agreement for Maine

(b) Verizon, at mutually agreed-upon SPOIs in the LATA in which the Local or Toll Traffic originates, over a CCSAC links provisioned in accordance with Bellcore GR-905 and Verizon-905.

Alternatively, either Party may elect to interconnect for SS7 signaling through a commercial SS7 hub provider.

9. For toll free service access code (*e.g.*, 800/888/877) database inquiry traffic, at any Verizon Signaling Transfer Point in the LATA in which the originating Fuzion Wire Center is located, over a CCSAC link. Alternatively, Fuzion may elect to interconnect through a commercial SS7 hub provider.

10. For Line Information Database (“LIDB”) inquiry traffic, at any Verizon Signaling Transfer Point in the LATA in which the LIDB is located, over a CCSAC link. Alternatively, Fuzion may elect to interconnect through a commercial SS7 hub provider.

11. For any other type of traffic, at reasonable points to be agreed upon by the Parties, based on the network architecture of the terminating Party’s network.

**SCHEDULE 5.6**

**APPLICABLE FACTORS**

PIU and PLU factors may be reported at the state or LATA level.

<b>FOR TRAFFIC ORIGINATING FROM:</b>	<b>AND TERMINATING TO:</b>	<b>LATA</b>	<b>PIU (%)</b>	<b>PLU (%)</b>
<b>Verizon</b>	<b>Fuzion</b>	<b>ALL</b>	<b>0%</b>	<b>100%</b>
<b>Fuzion</b>	<b>Verizon</b>	<b>ALL</b>	<b>To be provided</b>	<b>100%</b>

**CUSTOMER:** Fuzion

**STATE:** Maine

**BILLING CONTACT NAME:** Accounts Payable

**BILLING CONTACT NUMBER:** 561-995-8480

**BILLING CONTACT ADDRESS:** 5255 N. Federal Highway  
Suite 300  
Boca Raton, FL 33487

**Fuzion ACNA to be used when ordering Interconnections Trunks/UNEs/Collocation:** FUZ  
**Fuzion CIC to be used when ordering Interconnection Trunks:** To be provided prior to  
ordering if interconnection trunks are required by Fuzion

### **SCHEDULE 6.3**

#### **RATE ELEMENTS UNDER MEET POINT BILLING**

##### **Interstate Access - Terminating to or originating from Fuzion Customers**

<b><u>Rate Element</u></b>	<b><u>Billing Company</u></b>
Carrier Common Line	Fuzion
Local Switching	Fuzion
Interconnection Charge	Fuzion
Local Transport Facility/ Tandem Switched Transport Per Mile	Based on negotiated billing percentage (BIP)
Tandem Switching	Verizon
Local Transport Termination/ Tandem Switched Transport Fixed	Verizon
Entrance Facility	Verizon
800 Database Query	Party that performs query

##### **Intrastate Access - Terminating to or originating from Fuzion Customers**

<b><u>Rate Element</u></b>	<b><u>Billing Company</u></b>
Carrier Common Line	Fuzion
Local Switching	Fuzion
Interconnection Charge	Fuzion
Local Transport Facility/ Tandem Switched Transport Per Mile	Based on negotiated billing percentage (BIP)
Tandem Switching	Verizon
Local Transport Termination/ Tandem Switched Transport Fixed	Verizon
Entrance Facility	Verizon
800 Database Query	Party that performs query

### **SCHEDULE 7.1.3 Billing Arrangements for Variable-Rated Information Services Calls**

Verizon offers two billing arrangement options representing different methods for Fuzion and Verizon to jointly ensure that the end users making calls to the Information Provider (“IP”) programs on the Verizon platform are billed at correct rates, and that the IP’s they call are reimbursed for the use of their services. Prior to establishing working interconnection to the variable-rated services, Fuzion must confirm which ONE of the following two Billing Arrangement Options it will use for variable-rated Information Services Traffic, and complete acceptance testing with Verizon for that option. Fuzion’s choice of one or the other Billing Arrangement Option will be indicated on Appendix A (“Verizon Information Services Billing Option Selection Form”) following this Schedule 7.1.3.

Where Fuzion does not select either billing arrangement option, as indicated in Appendix A to this Schedule 7.1.3, Fuzion agrees that its Customers will not be able to complete calls to variable-rated Information Service providers on the Verizon platform, regardless of whether the Customers are served by Fuzion switching facilities, or by Unbundled Network Element(s) purchased by Fuzion.

#### **Option 1: BUNDLED BILLING ARRANGEMENT**

##### **A. Usage Processing**

- 1a. Fuzion using its own facilities records originating call detail, and delivers message to Verizon over a dedicated IP trunk. Verizon makes terminating recording.  
--or--
- 1b. Fuzion using Verizon Unbundled Network Elements for Local Switching receives originating call detail from Verizon in unrated EMI format.
2. Using the called number, Fuzion identifies the call as a variable-rated IP call. Fuzion sends the call detail record to Verizon in unrated EMI format.

Verizon rates correctly formatted messages at the price set by the Information Provider, and bills Fuzion for the full value of the call less the Information Service Billing Fee (“IP B&C Fee”) stated in Exhibit A. Incorrectly formatted records are not rated and no IP B&C Fee is applied. Rated messages are returned to Fuzion in rated EMI format.

Error messages will be returned in either unrated or rated EMI format, depending on the nature of the error. The error will be defined by appropriate indicators in the record.

“Killer” calls, i.e. calls where the originating end user has disconnected within a Tariff-specified time limit in order to avoid charges, are returned with a special locally-defined indicator. An IP B&C Fee is credited to Fuzion for these calls, although there are no charges billable to the Fuzion Customer.

Fuzion bills its end user for the full value of the call as shown in the rated EMI record, calculates and collects appropriate state and local taxes.<sup>5</sup> Verizon uses the rated message to calculate the payment due the Information Provider, and remits that amount to the IP. The Information Provider is charged for “killer” calls according to Tariff regulations.

## **B. Adjustments**

1. Adjustment requests submitted to Verizon will be made to the Customer Account Team Center.<sup>1</sup> Fuzion must provide the following information when requesting an adjustment from Verizon for an IP call made by one of its end user Customers:

- originating line number
- the dialed IP subscriber number
- the amount to be adjusted, not including tax
- message date
- connect time
- conversation time

3. Verizon will follow its policy of allowing two (2) adjustments per line per year on eligible Information Provider calls. Once two adjustments have been made for an originating end user line number, no further adjustments will be made to Fuzion account.

**C. Acceptance Testing** • Acceptance testing between Verizon and Fuzion will demonstrate that both Parties are ready to deliver, process and receive usage and billing data as required, and that each has a Single Point of Contact (“SPOC”) available to the other.

Fuzion will provide a sufficient volume of unrated usage data for testing various call scenarios, formatted and delivered to reflect the anticipated production environment.

Verizon will examine, process, and edit such data to produce a return dataset of rated records, for delivery to Fuzion. Fuzion will receive and process the Verizon data. Both Parties will communicate and resolve testing issues until they mutually agree that each is able to format, deliver, receive and process data at an acceptable standard.

## **Option 2: UNBUNDLED BILLING ARRANGEMENT**

### **A. Usage Processing**

## FUZION - VERIZON Interconnection Agreement for Maine

- 1a. Fuzion using its own facilities records originating call detail, and delivers message to Verizon over dedicated IP trunk. Verizon makes terminating recording.

--or--

- 1b. Fuzion using Verizon Unbundled Network Elements for Local Switching receives originating call detail from Verizon in unrated EMI format.

2. Verizon bills Fuzion for access to its IP platform. This charge for Access to Verizon IP Switching Platform replaces the standard Reciprocal Compensation charge, and is calculated in the same manner, on a per minute of use basis. The Access to Verizon IP Switching Platform charge is stated in Exhibit A.
3. Using the called number, Fuzion identifies the call as a variable-rated IP call. Fuzion has the option of either rating the call in its own system, or sending the call detail record to Verizon in unrated EMI format for rating ("Verizon IP Rating Service").
4. When Fuzion uses the optional Verizon rating service, Verizon receives an unrated EMI record from Fuzion. Verizon rates correctly formatted messages at the price set by the Information Provider, and bills Fuzion for the Verizon IP Rating Service on a per message basis, at the rate stated in Exhibit A. The per message charge applies to every rating attempt: correctly formatted messages, error records, and "killer" records.

Rated messages will be returned to Fuzion in rated EMI format. Error messages will be returned in either unrated or rated EMI format, depending on the nature of the error. The error will be defined by appropriate indicators in the record.

"Killer" calls, i.e. calls where the originating end user has disconnected within a Tariff-specified time limit in order to avoid charges, are returned with a special locally-defined indicator.

5. Fuzion bills its end user for the full value of the call based on rates set by the Information Provider: as shown in the rated EMI record returned from Verizon under the optional rating service, or as determined in Fuzion's own rating process. Fuzion calculates and collects appropriate state and local taxes.
6. Fuzion uses the rated message to calculate the payment due the Information Provider, and remits that amount to the IP. Fuzion may charge the Information Provider for "killer" calls according to Tariff regulations.

### **B. Adjustments**

1. On all calls where Fuzion makes direct payment to the Information Provider, adjustments will be handled directly between Fuzion and the Information Provider.

**C. Acceptance Testing**

1. Acceptance Testing will be required for Fuzion to use the Verizon IP Rating Service.
2. Acceptance testing between Verizon and Fuzion will ensure that both Parties are ready to deliver, process and receive usage and billing data as required, and that each has a SPOC available to the other.
3. Fuzion will provide a sufficient volume of unrated usage data for testing various call scenarios, formatted and delivered to reflect the anticipated production environment.
4. Verizon will examine, process, and edit such data to produce a return dataset of rated records, for delivery to Fuzion.
5. Fuzion will receive and process the Verizon data.
6. Both Parties will communicate and resolve testing issues until they mutually agree that each is able to format, deliver, receive and process data at an acceptable standard.



**APPENDIX A****VERIZON INFORMATION SERVICES  
BILLING OPTION SELECTION FORM**

Please select desired services for VARIABLE-RATED INFORMATION SERVICES messages.

OPTION	MINIMUM PERIOD	CHARGE	SERVICE SELECTION
OPTION 1: <b>Bundled Billing Arrangement</b>	12 months following successful completion of acceptance test	Rated value of each call less <u>IP Billing &amp; Collection fee</u> stated in Exhibit A.	Yes <input type="checkbox"/> No <input type="checkbox"/>
OPTION 2: <b>Unbundled Billing Arrangement</b>	12 months following Effective Date	Per minute of use charge for initial minute or fraction thereof, and for each additional minute or fraction thereof at the <u>Access to Verizon IP Switching Platform rate</u> stated in Exhibit A.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Remaining term of Option 2 following successful completion of acceptance test	Per message charge for each call detail usage record delivered to Verizon for <u>Verizon IP Rating Service processing</u> stated in Exhibit A.	Yes <input type="checkbox"/> No <input type="checkbox"/>

## **SCHEDULE 12.3**

### **SUPPORT SERVICES FOR RESALE**

#### **1. Verizon OSS SERVICES**

##### **1.1 Definitions**

As used in the Schedule 12.3, the following terms shall have the meanings stated below:

1.1.1 “Verizon Operations Support Systems” means Verizon systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing.

1.1.2 “Verizon OSS Services” means access to Verizon Operations Support Systems functions. The term “Verizon OSS Services” includes, but is not limited to: (a) Verizon’s provision of Fuzion Usage Information to Fuzion pursuant to Section 1.3 below; and, (b) “Verizon OSS Information”, as defined in Section 1.1.4 below.

1.1.3 “Verizon OSS Facilities” means any gateways, interfaces, databases, facilities, equipment, software, or systems, used by Verizon to provide Verizon OSS Services to Fuzion.

1.1.4 “Verizon OSS Information” means any information accessed by, or disclosed or provided to, Fuzion through or as a part of Verizon OSS Services. The term “Verizon OSS Information” includes, but is not limited to: (a) any Customer Information related to a Verizon Customer or a Fuzion Customer accessed by, or disclosed or provided to, Fuzion through or as a part of Verizon OSS Services; and, (b) any Fuzion Usage Information (as defined in Section 1.1.6 below) accessed by, or disclosed or provided to, Fuzion.

1.1.5 “Verizon Retail Telecommunications Service” means any Telecommunications Service that Verizon provides at retail to subscribers that are not Telecommunications Carriers. The term “Verizon Retail Telecommunications Service” does not include any Exchange Access service (as defined in Section 3(16) of the Act, 47 U.S.C. § 153(16)) provided by Verizon.

1.1.6 “Fuzion Usage Information” means the usage information for a Verizon Retail Telecommunications Service purchased by Fuzion under this Agreement that Verizon would record if Verizon was furnishing such Verizon Retail Telecommunications Service to a Verizon end-user retail Customer.

1.1.7 “Customer Information” means CPNI of a Customer and any other non-public, individually identifiable information about a Customer or the purchase by a Customer of the services or products of a Party.

## 1.2 Verizon OSS Services

1.2.1 Upon request by Fuzion, Verizon shall provide to Fuzion, pursuant to Section 251(c)(3) of the Act, 47 U.S.C. § 251(c)(3), Verizon OSS Services.

1.2.2 Subject to the requirements of Applicable Law, Verizon Operations Support Systems, Verizon Operations Support Systems functions, Verizon OSS Facilities, Verizon OSS Information, and the Verizon OSS Services that will be offered by Verizon, shall be as determined by Verizon. Subject to the requirements of Applicable Law, Verizon shall have the right to change Verizon Operations Support Systems, Verizon Operations Support Systems functions, Verizon OSS Facilities, Verizon OSS Information, and the Verizon OSS Services, from time-to-time, without the consent of Fuzion.

## 1.3 Fuzion Usage Information

1.3.1 Upon request by Fuzion, Verizon shall provide to Fuzion, pursuant to Section 251(c)(3) of the Act, 47 U.S.C. § 251(c)(3), Fuzion Usage Information.

1.3.2 Fuzion Usage Information will be available to Fuzion through the following:

- (a) Daily Usage File on Data Tape.
- (b) Daily Usage File through Network Data Mover (“NDM”).
- (c) Daily Usage File through Centralized Message Distribution System (“CMDS”).

1.3.3.1 Fuzion Usage Information will be provided in a Bellcore Exchange Message Records (“EMI”) format.

1.3.3.2 Daily Usage File Data Tapes provided pursuant to Section 1.3.2(a) above will be issued each day, Monday through Friday, except holidays observed by Verizon.

1.3.4 Except as stated in this Section 1.3, subject to the requirements of Applicable Law, the manner in which, and the frequency with which, Fuzion Usage Information will be provided to Fuzion shall be determined by Verizon.

#### 1.4 Access to and Use of Verizon OSS Facilities

1.4.1 Verizon OSS Facilities may be accessed and used by Fuzion only to the extent necessary for Fuzion's access to and use of Verizon OSS Services pursuant to the Agreement.

1.4.2 Verizon OSS Facilities may be accessed and used by Fuzion only to provide Telecommunications Services to Fuzion Customers.

1.4.3 Fuzion shall restrict access to and use of Verizon OSS Facilities to Fuzion. This Schedule 12.3 does not grant to Fuzion any right or license to grant sublicenses to other persons, or permission to other persons (except Fuzion's employees, agents and contractors, in accordance with Section 1.4.7 below), to access or use Verizon OSS Facilities.

1.4.4 Fuzion shall not (a) alter, modify or damage the Verizon OSS Facilities (including, but not limited to, Verizon software), (b) copy, remove, derive, reverse engineer, or decompile, software from the Verizon OSS Facilities, or (c) obtain access through Verizon OSS Facilities to Verizon databases, facilities, equipment, software, or systems, which are not offered for Fuzion's use under this Schedule 12.3.

1.4.5 Fuzion shall comply with all practices and procedures established by Verizon for access to and use of Verizon OSS Facilities (including, but not limited to, Verizon practices and procedures with regard to security and use of access and user identification codes).

1.4.6 All practices and procedures for access to and use of Verizon OSS Facilities, and all access and user identification codes for Verizon OSS Facilities: (a) shall remain the property of Verizon; (b) shall be used by Fuzion only in connection with Fuzion's use of Verizon OSS Facilities permitted by this Schedule 12.3; (c) shall be treated by Fuzion as Confidential Information of Verizon pursuant to Section 28.4 of the Agreement; and, (d) shall be destroyed or returned by Fuzion to Verizon upon the earlier of request by Verizon or the expiration or termination of the Agreement.

1.4.7 Fuzion's employees, agents and contractors may access and use Verizon OSS Facilities only to the extent necessary for Fuzion's access to and use of the Verizon OSS Facilities permitted by this Agreement. Any access to or use of Verizon OSS Facilities by Fuzion's employees, agents, or contractors, shall be subject to the provisions of the Agreement, including, but not limited to, Section 28.4 thereof and Sections 1.5.6 and 1.5.3.3 of this Schedule 12.3.

#### 1.5 Verizon OSS Information

1.5.1 Subject to the provisions of this Schedule 12.3 and Applicable Law, Verizon grants to Fuzion a non-exclusive license to use Verizon OSS Information.

1.5.2 All Verizon OSS Information shall at all times remain the property of Verizon. Except as expressly stated in this Schedule 12.3, Fuzion shall acquire no rights in or to any Verizon OSS Information.

1.5.3.1 The provisions of this Section 1.5.3 shall apply to all Verizon OSS Information, except (a) Fuzion Usage Information, (b) CPNI of Fuzion, and (c) CPNI of a Verizon Customer or a Fuzion Customer, to the extent the Customer has authorized Fuzion to use the Customer Information.

1.5.3.2 Verizon OSS Information may be accessed and used by Fuzion only to provide Telecommunications Services to Fuzion Customers.

1.5.3.3 Fuzion shall treat Verizon OSS Information that is designated by Verizon, through written or electronic notice (including, but not limited to, through the Verizon OSS Services), as “Confidential” or “Proprietary” as Confidential Information of Verizon pursuant to Section 28.4 of the Agreement.

1.5.3.4 Except as expressly stated in this Schedule 12.3, this Agreement does not grant to Fuzion any right or license to grant sublicenses to other persons, or permission to other persons (except Fuzion’s employees, agents or contractors, in accordance with Section 1.5.3.5 below, to access, use or disclose Verizon OSS Information.

1.5.3.5 Fuzion’s employees, agents and contractors may access, use and disclose Verizon OSS Information only to the extent necessary for Fuzion’s access to, and use and disclosure of, Verizon OSS Information permitted by this Schedule 12.3. Any access to, or use or disclosure of, Verizon OSS Information by Fuzion’s employees, agents or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, Section 28.4 of the Agreement and Section 1.5.3.3 above.

1.5.3.6 Fuzion’s license to use Verizon OSS Information shall expire upon the earliest of: (a) the time when the Verizon OSS Information is no longer needed by Fuzion to provide Telecommunications Services to Fuzion Customers; (b) termination of the license in accordance with this Schedule 12.3; or (c) expiration or termination of the Agreement.

1.5.3.7 All Verizon OSS Information received by Fuzion shall be destroyed or returned by Fuzion to Verizon, upon expiration, suspension or termination of the license to use such Verizon OSS Information.

1.5.4 Unless sooner terminated or suspended in accordance with the Agreement or this Schedule 12.3 (including, but not limited to, Section 22.3 of the Agreement

and Section 1.6.1 below), Fuzion's access to Verizon OSS Information through Verizon OSS Services shall terminate upon the expiration or termination of the Agreement.

1.5.5.1 Without in any way limiting Section 18.3 of the Agreement, Verizon shall have the right (but not the obligation) to audit Fuzion to ascertain whether Fuzion is complying with the requirements of Applicable Law and this Agreement with regard to Fuzion's access to, and use and disclosure of, Verizon OSS Information.

1.5.5.2 Without in any way limiting any other rights Verizon may have under the Agreement or Applicable Law, Verizon shall have the right (but not the obligation) to monitor Fuzion's access to and use of Verizon OSS Information which is made available by Verizon to Fuzion pursuant to this Agreement, to ascertain whether Fuzion is complying with the requirements of Applicable Law and this Agreement, with regard to Fuzion's access to, and use and disclosure of, such Verizon OSS Information. The foregoing right shall include, but not be limited to, the right (but not the obligation) to electronically monitor Fuzion's access to and use of Verizon OSS Information which is made available by Verizon to Fuzion through Verizon OSS Facilities.

1.5.5.3 Information obtained by Verizon pursuant to this Section 1.5.5 shall be treated by Verizon as Confidential Information of Fuzion pursuant to Section 28.4 of the Agreement; provided that, Verizon shall have the right (but not the obligation) to use and disclose information obtained by Verizon pursuant to this Section 1.5.5 to enforce Verizon's rights under the Agreement or Applicable Law.

1.5.6 Fuzion acknowledges that the Verizon OSS Information, by its nature, is updated and corrected on a continuous basis by Verizon, and therefore that Verizon OSS Information is subject to change from time to time.

## 1.6 Liabilities and Remedies

1.6.1 Any breach by Fuzion, or Fuzion's employees, agents or contractors, of the provisions of Sections 1.4 or 1.5 above shall be deemed a material breach of the Agreement. In addition, if Fuzion or an employee, agent or contractor of Fuzion at any time breaches a provision of Sections 1.4 or 1.5 above and such breach continues for more than ten (10) days after written notice thereof from Verizon, then, except as otherwise required by Applicable Law, Verizon shall have the right, upon notice to Fuzion, to suspend the license to use Verizon OSS Information granted by Section 1.5.1 above and/or the provision of Verizon OSS Services, in whole or in part.

1.6.2 Fuzion agrees that Verizon would be irreparably injured by a breach of Sections 1.4 or 1.5 above by Fuzion or the employees, agents or contractors of Fuzion, and that Verizon shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any such breach. Such

remedies shall not be deemed to be the exclusive remedies for any such breach, but shall be in addition to any other remedies available under this Agreement or at law or in equity.

#### 1.7 Relation to Applicable Law

The provisions of Sections 1.4, 1.5 and 1.6 above shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by Verizon of any right with regard to protection of the confidentiality of the information of Verizon or Verizon Customers provided by Applicable Law.

#### 1.8 Cooperation

Fuzion, at Fuzion's expense, shall reasonably cooperate with Verizon in using Verizon OSS Services. Such cooperation shall include, but not be limited to, the following:

1.8.1 Upon request by Verizon, Fuzion shall by no later than the fifteenth (15th) day of each calendar month submit to Verizon reasonable, good faith estimates (by central office or other Verizon office or geographic area designated by Verizon) of the volume of each Verizon Retail Telecommunications Service for which Fuzion anticipates submitting orders in each week of the next calendar month.

1.8.2 Upon request by Verizon, Fuzion shall submit to Verizon reasonable, good faith estimates of other types of transactions or use of Verizon OSS Services that Fuzion anticipates.

1.8.3 Fuzion shall reasonably cooperate with Verizon in submitting orders for Verizon Retail Telecommunications Services and otherwise using the Verizon OSS Services, in order to avoid exceeding the capacity or capabilities of such Verizon OSS Services.

1.8.4 Fuzion shall participate in cooperative testing of Verizon OSS Services and shall provide assistance to Verizon in identifying and correcting mistakes, omissions, interruptions, delays, errors, defects, faults, failures, or other deficiencies, in Verizon OSS Services.

#### 1.9 Verizon Access to Information Related to Fuzion Customers

1.9.1 Verizon shall have the right to access, use and disclose information related to Fuzion Customers that is in Verizon's possession (including, but not limited to, in Verizon OSS Facilities) to the extent such access, use and/or disclosure has been authorized by the Fuzion Customer in the manner required by Applicable Law.

1.9.2 Upon request by Verizon, Fuzion shall negotiate in good faith and enter into a contract with Verizon, pursuant to which Verizon may obtain access to Fuzion's operations support systems (including, systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing) and information contained in such systems, to permit Verizon to obtain information related to Fuzion Customers (as authorized by the applicable Fuzion Customer), to permit Customers to transfer service from one Telecommunications Carrier to another, and for such other purposes as may be permitted by Applicable Law.

## 2. VERIZON PRE-OSS SERVICES

2.1 As used in this Schedule 12.3, "Verizon Pre-OSS Service" means a service which allows the performance of an activity which is comparable to an activity to be performed through a Verizon OSS Service and which Verizon offers to provide to Fuzion prior to, or in lieu of, Verizon's provision of the Verizon OSS Service to Fuzion. The term "Verizon Pre-OSS Service" includes, but is not limited to, the activity of placing orders for Verizon Retail Telecommunications Services through a telephone facsimile communication.

2.2 Subject to the requirements of Applicable Law, the Verizon Pre-OSS Services that will be offered by Verizon shall be as determined by Verizon and Verizon shall have the right to change Verizon Pre-OSS Services, from time-to-time, without the consent of Fuzion.

2.3 Subject to the requirements of Applicable Law, the prices for Verizon Pre-OSS Services shall be as determined by Verizon and shall be subject to change by Verizon from time-to-time.

2.4 The provisions of Sections 1.4 through 1.8 above shall also apply to Verizon Pre-OSS Services. For the purposes of this Section 2.4: (a) references in Sections 1.4 through 1.8 above to Verizon OSS Services shall be deemed to include Verizon Pre-OSS Services; and, (b) references in Sections 1.4 through 1.8 above to Verizon OSS Information shall be deemed to include information made available to Fuzion through Verizon Pre-OSS Services.

## 3. RATES AND CHARGES

The prices for the foregoing services shall be as set forth in Verizon's Tariffs or, in the absence of an applicable Verizon Tariff price, in Exhibit A or, if not set forth in either, as may be determined by Verizon from time to time. If Verizon at any time offers another resale support service the prices for which are not stated in Verizon's Tariffs or Exhibit A, Verizon shall have the right to revise Exhibit A to add such prices.





## **INTRODUCTION TO MAINE PRICING SCHEDULE**

Exhibit A contains rates the Parties shall charge on a reciprocal basis for the specific services identified herein.

Except as otherwise provided for in this Agreement, when the Maine Public Utilities Commission approves actual rates in the cost proceeding, Docket 97-505, et al., those rates shall apply to any network element or service provided by Verizon to Fuzion under this Agreement.

If the Commission approves additional or different rates and/or rate structures at a later time, unless otherwise agreed to by the Parties herein, the rates and/or rate structures established by the Commission at a later time shall become the rates and/or rate structures established herein.

The Parties agree that those rates and/or rate structures shall be applied prospectively only.

**VERIZON MAINE AND FUZION  
PRICING SCHEDULE<sup>1</sup>**

**Verizon Services, Facilities, and Arrangements:**

**I. Call Transport & Termination**

	Verizon Service	Rate
1.	Negotiated Rate for Reciprocal Compensation Traffic delivered to a Verizon-IP or to a Fuzion IP	\$0.008/minute of use (mou)
2.	Access charges for termination of intrastate and interstate Toll Traffic	Per Verizon FCC No. 11 interstate and Maine PUC No. 17 intrastate access tariffs (charged in conjunction with Local Traffic, using PLU and PIU factors, as appropriate)
3.	Entrance facilities, and transport, as appropriate, for Interconnection at Verizon End Office, Tandem Office, Serving Wire Center, or other Point of Interconnection	Per Verizon FCC No. 11 interstate and Maine PUC 17 intrastate access tariffs for Feature Group D service.

**II. Intrastate Physical Collocation**

Pending approval of rates and/or rate structures filed for intrastate physical collocation, all intrastate physical collocation services shall be charged at rates found in Maine PUC Tariff No. 20.

<sup>1</sup> All rates and/or rate structures set forth herein, that are marked with an asterisk ("\*"), as applied to wholesale discount of retail Telecommunications Services, unbundled Network Elements or call transport and/or termination of Local Traffic purchased for the provision of Telephone Exchange Service or Exchange Access, shall be interim rates and/or rate structures. These interim rates and/or rate structures shall be replaced on a prospective basis by such permanent rates and/or rate structures (applicable to wholesale discount of retail Telecommunications Services, unbundled Network Elements or call transport and/or termination of Local Traffic purchased for the provision of Telephone Exchange Service or Exchange Access) as may be approved by the Commission and if appealed as may be ordered at the conclusion of such appeal.

Verizon's proposed UNEs, UNE combinations, and UNE pricing methodology reflect the FCC's current rules. Verizon does not agree that UNE prices must be based solely on forward-looking costs, and Verizon reserves the right to seek to change its UNE offerings and UNE prices if the FCC's rules are vacated or modified by the FCC or by a final, non-appealable judicial decision.

### III. Line Sharing

<i>Rate Element</i>	<i>\$ Amount</i>	<i>Mo.</i>	<i>NRC</i>	<i>* Option 1<sup>2</sup></i>	<i>* Option 2 VERIZON installs</i>	<i>* Option 2 CLEC vendor installs</i>
Application Fee - Augment	\$1500		<b>X</b>	Not applicable unless adding line-sharing terminations	(1)	(1)
Engineering & Implementation Fee -Additional Cabling	\$2323.41		<b>X</b>	Not applicable unless adding line-sharing terminations	(1)	(1)
Splitter Installation Cost	\$1369.60		<b><u>X</u></b>	Not applicable	(1)	
POT VERIZON/Splitter Termination, 2 Wire VG	\$.11	<b>X</b>		(2) SAC <sup>3</sup> s	(2) SACs	(2) SACs

Both Option 1 and Option 2 assume there is an existing Collocation Arrangement.

(1) = one required

(2) = two required

<sup>2</sup> Option 1: A CLEC-provided splitter shall be provided, installed and maintained by the CLEC in their own Collocation space. Rearrangements are the responsibility of the CLEC. Verizon dial tone is routed through the splitter in the CLEC Collocation area.

Option 2: Verizon will install, inventory and maintain CLEC provided splitter in Verizon space within the Serving Central Office of the lines being provided. Verizon will have control of the splitter and will direct any required activity.

<sup>3</sup> Service Access Charge (SAC) is the same as Interconnection Access Charge or a cross connect.

<b>Rate Element</b>	<b>\$ Amount</b>	<b>Mo.</b>	<b>NRC</b>	<b>* Option 1</b>	<b>Option 2 VERIZON installs</b>	<b>* Option 2 CLEC vendor installs</b>
<i>SAC Cable &amp; Frame Termination, 2Wire VG</i>	<i>\$.19</i>	<b>X</b>		(2) SACs	(2) SACs	(2) SACs
<b>**Verizon/Split ter Support– Per Shelf</b>	<b>\$3.34</b>	<b>X</b>			(1)	(1)
Maintenance of Splitter Equipment per splitter	\$51.52	<b>X</b>		(1)	(1)	(1)
WideBand Test Access per line	\$2.01	<b>X</b>		(1)	(1)	(1)

\*\* Although this rate assumes that each relay rack contains 14 splitter shelves, the rate applies only to the shelves that CLEC actually uses in a given relay rack.

<b>Rate Element</b>	<b>\$ Amount</b>	<b>Mo.</b>	<b>NRC</b>	<b>* Option 1</b>	<b>Option 2 VERIZON installs</b>	<b>* Option 2 CLEC vendor installs</b>
<i>Service Order</i>	\$9.59		<b>X</b>	(1)	(1)	(1)
<i>Expedite</i>	\$14.88					
<i>Central Office Wiring Initial</i>	\$41.53		<b>X</b>	(1)	(1)	(1)
<i>Expedite</i>	\$59.40					
<i>Central Office Wiring Additional</i>	\$20.66		<b>X</b>	(1)	(1)	(1)
<i>Expedite</i>	\$29.55					
<i>Provisioning</i>	\$0.27		<b>X</b>	(1)	(1)	(1)
<i>Expedite</i>	\$0.40					
<i>Field Installation Dispatch</i>	\$121.35		<b>X</b>	(1)	(1)	(1)
<i>Expedite</i>	\$170.92					
<i>Manual Intervention Surcharge</i>	\$28.26		<b>X</b>	(1)	(1)	(1)
<i>Expedite</i>	\$43.86					
<i>TC Not Ready</i>	\$77.37		<b>X</b>	(1)	(1)	(1)
<i>Loop Qualification Data Base per link</i>	\$0.64	X		(1)	(1)	(1)
<i>Manual Loop Qualification</i>	\$115.43		<b>X</b>	(1)	(1)	(1)
<i>Engineering Query</i>	\$150.50		<b>X</b>	(1)	(1)	(1)
<i>Engineering Work Order</i>	\$687.40		<b>X</b>	(1)	(1)	(1)
<i>OSS Charges</i>	TBD					
<i>Unbundled Loop</i>	\$0.00	X				
<i>Conditioning charges</i>	<i>Per interim state specific conditioning rates</i>		<b>X</b>			
<i>Trouble Dispatch Misdirects</i>				(1)	(1)	(1)
<i>Dispatch In</i>	\$75.50		<b>X</b>			
<i>Expedite Dispatch In</i>	\$102.58		<b>X</b>			
<i>Dispatch Out</i>	\$148.09		<b>X</b>			
<i>Expedite Dispatch Out</i>	\$197.49		<b>X</b>			

#### IV. Information Services Billing and Collection

- A. Information Service Billing Fee ("IP B&C Fee") \$0.05 per call
- B. Variable-rated Information Services rates:
  - (1) Access to Verizon IP Switching Platform \$ 0.03 per minute of use
  - (2) Verizon IP Rating Service \$ 0.03 per message

**V. Transit Service**

**A. Tandem Transit Service**

Rates: (Day) = \$0.011924\* per minute  
 (Eve) = \$0.004586\* per minute  
 (Night) = \$0.001542\* per minute

**B. Dedicated Transit Service**

		<u>Monthly charges</u>
(1) 1.544 Mbps Connection:	2(DS-1 SAC)#	\$ 3.70*
(2) 45 Mbps Connection:	2(DS-3 SAC)#	\$55.68 *

#Rate = twice the applicable charge for the appropriate Service Access Charge ("SAC")

Non-recurring charges

Standard Interval

(3) Service Order Charge	\$21.48* (per order)
(4) Service Connection Charge	\$43.39* (per connection)
(5) Service Installation Charge	\$ 9.87* (per connection)

Expedited Interval

(3) Service Order Charge	\$31.85* (per order)
(4) Service Connection Charge	\$60.01* (per connection)
(5) Service Installation Charge	\$13.99* (per connection)

**VI. Service Provider Number Portability Database Service**

Service Provider Number Portability Database Service shall be charged at rates found in the Verizon FCC No. 11 Tariff as may be amended from time to time.

**VII. Unbundled Database Access**

**A. 800/888 Database**

Reciprocal Compensation: 800 Database (refer to I above)  
 (charged to originating Party).

800 Database query:	\$0.001786*	per
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query

**B. LIDB**

Access to Signal Systems and Call Related Databases:

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
LIDB Access: Scp Query	\$0.001394 * Per Query	Not Applicable

<b><u>Service or Element Description:</u></b>	<b><u>Recurring Charges:</u></b>	<b><u>Non-Recurring Charges:</u></b>
LIDB Record Management		Not Applicable
Record Charge (During Recovery Period)	\$0.034600* Per Record/Month	Not Applicable
Record Charge (After Recovery Period)	\$0.002300* Per Record/Month	Not Applicable
LIDB Database Load Charge		Not Applicable
<= 10,000 Records	\$38.47* Per Hour	Not Applicable
> 10,000 Records	\$158.57* Per Hour	Not Applicable



## VIII. Unbundled Local Loops<sup>4</sup>

### (a). Monthly Recurring Charges

(1) ULL facility: ULL type	Statewide
(per month)	
2-Wire Analog Voice Grade	\$17.53*
4-Wire Analog Voice Grade	\$52.46*
2-Wire ISDN Digital Grade (2 Wire Digital Premium Loops)	\$43.79*
2 Wire Digital Designed Metallic ULL with ISDN Loop Extension Electronics	\$43.79*
4-Wire DS-1-compatible Digital Grade	\$238.84*
2 Wire ADSL compatible ULL (up to 12,000 feet)	\$17.53*
2 Wire ADSL compatible ULL (up to 12,000 feet) with Bridged Tap removal	\$17.53*
2 Wire ADSL compatible ULL (up to 18,000 feet)	\$17.53*
2 Wire ADSL compatible ULL (up to 18,000 feet) with Bridged Tap removed	\$17.53*
2 Wire Digital Designed Metallic ULL (up to 30,000 Feet) Non-loaded with Bridged Tap options	\$43.79*
2-Wire HDSL compatible ULL (up to 12,000 feet)	\$17.53*
2 Wire HDSL compatible ULL (up to 12,000 feet) with Bridged Tap Removal	\$17.53*
4-Wire HDSL compatible ULL (up to 12,000 feet)	\$52.46*
4 Wire HDSL compatible ULL (up to 12,000 feet) with Bridged Tap Removal	\$52.46*
2 Wire SDSL compatible ULL	\$43.79*
2 Wire SDSL compatible ULL with Bridged Tap removal	\$43.79*
2 Wire IDSL compatible ULL (up to 18,000 feet)	\$43.79*
2 Wire IDSL compatible ULL (up to 18,000 feet) with Bridged Tap removal	\$43.79*

(2) Service Access Charge: ULL type	(per month)
Voice Grade/DS-0	\$0.30*
DS-1	\$1.85*

### (b) Non-Recurring Charges

(1) Service Order Charge (per order)	Standard Interval			Expedite		
ULL Type	1 ULL	2-9 ULL	10+ ULL	1 ULL	2-9 ULL	10+ UL

<sup>4</sup> In compliance with the FCC order approving the merger of GTE Corporation and Bell Atlantic (CC Docket No. 98-1840), Verizon will offer limited duration promotional discounts on residential UNE Loops and UNE Advance Services Loops. The terms and conditions on which these promotional discounts are being made available can be found on <http://www.gte.com/wise> for former GTE service areas and <http://www.bell-atl.com/wholesale/html/resources.htm> for former Bell Atlantic service areas.

2-Wire Analog Voice Grade	\$0.00*	\$10.17*	\$14.18*	\$0.00*	\$15.07*	\$21.00*
4-Wire Analog Voice Grade	\$0.00*	\$10.17*	\$14.18*	\$0.00*	\$15.07*	\$21.00*
2-Wire ISDN Digital Grade (2 Wire Digital Premium Loops)	\$6.08*	\$16.25*	\$20.26*	\$9.02*	\$24.09*	\$30.00*
2 Wire Digital Designed Metallic ULL with ISDN Loop Extension Electronics	\$6.08*	\$16.25*	\$20.26*	\$9.02*	\$24.09*	\$30.00*
4-Wire DS-1-compatible Digital Grade	\$64.44*	\$64.44*	\$64.44*	\$99.55*	\$99.55*	\$99.55*
2 Wire ADSL compatible ULL (up to 12,000 feet)	\$6.08*	\$16.25*	\$20.26*	\$9.02*	\$24.09*	\$30.00*
2 Wire ADSL compatible ULL (up to 12,000 feet) with Bridged Tap removal	\$6.08*	\$16.25*	\$20.26*	\$9.02*	\$24.09*	\$30.00*
2 Wire ADSL compatible ULL (up to 18,000 feet)	\$6.08*	\$16.25*	\$20.26*	\$9.02*	\$24.09*	\$30.00*
2 Wire ADSL compatible ULL (up to 18,000 feet) with Bridged Tap removed	\$6.08*	\$16.25*	\$20.26*	\$9.02*	\$24.09*	\$30.00*
2 Wire Digital Designed Metallic ULL (up to 30,000 Feet) Non-loaded with Bridged Tap options	\$6.08*	\$16.25*	\$20.26*	\$9.02*	\$24.09*	\$30.00*
2-Wire HDSL compatible ULL (up to 12,000 feet)	\$6.08*	\$16.25*	\$20.26*	\$9.02*	\$24.09*	\$30.00*
2 Wire HDSL compatible ULL (up to 12,000 feet) with Bridged Tap Removal	\$6.08*	\$16.25*	\$20.26*	\$9.02*	\$24.09*	\$30.00*
4-Wire HDSL compatible ULL (up to 12,000 feet)	\$64.44*	\$64.44*	\$64.44*	\$99.55*	\$99.55*	\$99.55*
4 Wire HDSL compatible ULL (up to 12,000 feet) with Bridged Tap Removal	\$64.44*	\$64.44*	\$64.44*	\$99.55*	\$99.55*	\$99.55*
2 Wire SDSL compatible ULL	\$6.08*	\$16.25*	\$20.26*	\$9.02*	\$24.09*	\$30.00*
2 Wire SDSL compatible ULL with Bridged Tap removal	\$6.08*	\$16.25*	\$20.26*	\$9.02*	\$24.09*	\$30.00*
2 Wire IDSL compatible ULL (up to 18,000 feet)	\$6.08*	\$16.25*	\$20.26*	\$9.02*	\$24.09*	\$30.00*
2 Wire IDSL compatible ULL (up to 18,000 feet) with Bridged Tap removal	\$6.08*	\$16.25*	\$20.26*	\$9.02*	\$24.09*	\$30.00*

(2) Service Connection Charge: (per loop)		
ULL Type	Service Connection: Standard	Service Connection: CO Wiring
2-Wire Analog Voice Grade	\$45.93*	\$19.41*
4-Wire Analog Voice Grade	\$45.93*	\$19.41*
2-Wire ISDN Digital Grade (2 Wire Digital Premium Loops)	\$45.93*	\$19.41*
2 Wire Digital Designed Metallic ULL with ISDN Loop Extension Electronics	\$45.93*	\$19.41*
4-Wire DS-1-compatible Digital Grade	\$123.55*	\$39.87*
2 Wire ADSL compatible ULL (up to 12,000 feet)	\$45.93*	\$19.41*

2 Wire ADSL compatible ULL (up to 12,000 feet) with Bridged Tap removal	\$45.93*	\$19.41*
2 Wire ADSL compatible ULL (up to 18,000 feet)	\$45.93*	\$19.41*
2 Wire ADSL compatible ULL (up to 18,000 feet) with Bridged Tap removed	\$45.93*	\$19.41*
2 Wire Digital Designed Metallic ULL (up to 30,000 Feet) Non-loaded with Bridged Tap options	\$45.93*	\$19.41*
2-Wire HDSL compatible ULL (up to 12,000 feet)	\$45.93*	\$19.41*
2 Wire HDSL compatible ULL (up to 12,000 feet) with Bridged Tap Removal	\$45.93*	\$19.41*
4-Wire HDSL compatible ULL (up to 12,000 feet)	\$123.55*	\$39.87*
4 Wire HDSL compatible ULL (up to 12,000 feet) with Bridged Tap Removal	\$123.55*	\$39.87*
2 Wire SDSL compatible ULL	\$45.93*	\$19.41*
2 Wire SDSL compatible ULL with Bridged Tap removal	\$45.93*	\$19.41*
2 Wire IDSL compatible ULL (up to 18,000 feet)	\$45.93*	\$19.41*
2 Wire IDSL compatible ULL (up to 18,000 feet) with Bridged Tap removal	\$45.93*	\$19.41*

(3) Installation Dispatch (per dispatch)				
ULL Type	Installation Dispatch (per dispatch)			TC Not Ready (per occasion)
	1 ULL	2-9 ULL	10+ ULL	
2-Wire Analog Voice Grade	\$73.93*	\$82.34*	\$89.42*	\$77.37*
4-Wire Analog Voice Grade	\$73.93*	\$82.34*	\$89.42*	\$77.37*
2-Wire ISDN Digital Grade (2 Wire Digital Premium Loops)	\$73.93*	\$82.34*	\$89.42*	\$77.37*
2 Wire Digital Designed Metallic ULL with ISDN Loop Extension Electronics	\$73.93*	\$82.34*	\$89.42*	\$77.37*
4-Wire DS-1-compatible Digital Grade	\$89.86*	\$89.86*	\$89.86*	\$77.37*
2 Wire ADSL compatible ULL (up to 12,000 feet)	\$73.93*	\$82.34*	\$89.42*	\$77.37*
2 Wire ADSL compatible ULL (up to 12,000 feet) with Bridged Tap removal	\$73.93*	\$82.34*	\$89.42*	\$77.37*
2 Wire ADSL compatible ULL (up to 18,000 feet)	\$73.93*	\$82.34*	\$89.42*	\$77.37*
2 Wire ADSL compatible ULL (up to 18,000 feet) with Bridged Tap removed	\$73.93*	\$82.34*	\$89.42*	\$77.37*

2 Wire Digital Designed Metallic ULL (up to 30,000 Feet) Non-loaded with Bridged Tap options	\$73.93*	\$82.34*	\$89.42*	\$77.37*
2-Wire HDSL compatible ULL (up to 12,000 feet)	\$73.93*	\$82.34*	\$89.42*	\$77.37*
2 Wire HDSL compatible ULL (up to 12,000 feet) with Bridged Tap Removal	\$73.93*	\$82.34*	\$89.42*	\$77.37*
4-Wire HDSL compatible ULL (up to 12,000 feet)	\$89.86*	\$89.86*	\$89.86*	\$77.37*
4 Wire HDSL compatible ULL (up to 12,000 feet) with Bridged Tap Removal	\$89.86*	\$89.86*	\$89.86*	\$77.37*
2 Wire SDSL compatible ULL	\$73.93*	\$82.34*	\$89.42*	\$77.37*
2 Wire SDSL compatible ULL with Bridged Tap removal	\$73.93*	\$82.34*	\$89.42*	\$77.37*
2 Wire IDSL compatible ULL (up to 18,000 feet)	\$73.93*	\$82.34*	\$89.42*	\$77.37*
2 Wire IDSL compatible ULL (up to 18,000 feet) with Bridged Tap removal	\$73.93*	\$82.34*	\$89.42*	\$77.37*

(4) Manual Intervention Surcharge (where mechanized interface available but not used)						
Standard Interval	Service Order (per order)			Svc Connection Chg (per ULL)		
ULL Type	1 ULL	2-9 ULL	10+ ULL	1 ULL	2-9 ULL	10+ UL
2-Wire Analog Voice Grade	\$34.91*	\$68.33*	\$311.91*	\$11.96*	\$11.96*	\$11.9
4-Wire Analog Voice Grade	\$34.91*	\$68.33*	\$311.91*	\$11.96*	\$11.96*	\$11.9
2-Wire ISDN Digital Grade (2 Wire Digital Premium Loops)	\$34.91*	\$68.33*	\$311.91*	\$11.96*	\$11.96*	\$11.9
2 Wire Digital Designed Metallic ULL with ISDN Loop Extension Electronics	\$34.91*	\$68.33*	\$311.91*	\$11.96*	\$11.96*	\$11.9
4-Wire DS-1-compatible Digital Grade	\$6.87*	\$6.87*	\$6.87*	\$0.00*	\$0.00*	\$0.0
2 Wire ADSL compatible ULL (up to 12,000 feet)	\$34.91*	\$68.33*	\$311.91*	\$11.96*	\$11.96*	\$11.9
2 Wire ADSL compatible ULL (up to 12,000 feet) with Bridged Tap removal	\$34.91*	\$68.33*	\$311.91*	\$11.96*	\$11.96*	\$11.9
2 Wire ADSL compatible ULL (up to 18,000 feet)	\$34.91*	\$68.33*	\$311.91*	\$11.96*	\$11.96*	\$11.9
2 Wire ADSL compatible ULL (up to 18,000 feet) with Bridged Tap removed	\$34.91*	\$68.33*	\$311.91*	\$11.96*	\$11.96*	\$11.9
2 Wire Digital Designed Metallic ULL (up to 30,000 Feet) Non-loaded with Bridged Tap options	\$34.91*	\$68.33*	\$311.91*	\$11.96*	\$11.96*	\$11.9
2-Wire HDSL compatible ULL (up to 12,000 feet)	\$34.91*	\$68.33*	\$311.91*	\$11.96*	\$11.96*	\$11.9
2 Wire HDSL compatible ULL (up to 12,000 feet) with Bridged Tap Removal	\$34.91*	\$68.33*	\$311.91*	\$11.96*	\$11.96*	\$11.9

4-Wire HDSL compatible ULL (up to 12,000 feet)	\$6.87*	\$6.87*	\$6.87*	\$0.00*	\$0.00*	\$0.00*
4 Wire HDSL compatible ULL (up to 12,000 feet) with Bridged Tap Removal	\$6.87*	\$6.87*	\$6.87*	\$0.00*	\$0.00*	\$0.00*
2 Wire SDSL compatible ULL	\$34.91*	\$68.33*	\$311.91*	\$11.96*	\$11.96*	\$11.96*
2 Wire SDSL compatible ULL with Bridged Tap removal	\$34.91*	\$68.33*	\$311.91*	\$11.96*	\$11.96*	\$11.96*
2 Wire IDSL compatible ULL (up to 18,000 feet)	\$34.91*	\$68.33*	\$311.91*	\$11.96*	\$11.96*	\$11.96*
2 Wire IDSL compatible ULL (up to 18,000 feet) with Bridged Tap removal	\$34.91*	\$68.33*	\$311.91*	\$11.96*	\$11.96*	\$11.96*

Expedited Interval	Service Order (per order)			Svc Connection Chg (per ULL)		
ULL Type	1 ULL	2-9 ULL	10+ ULL	1 ULL	2-9 ULL	10+ ULL
2-Wire Analog Voice Grade	\$51.76*	\$101.32*	\$462.49*	\$11.96*	\$11.96*	\$11.96*
4-Wire Analog Voice Grade	\$51.76*	\$101.32*	\$462.49*	\$11.96*	\$11.96*	\$11.96*
2-Wire ISDN Digital Grade (2 Wire Digital Premium Loops)	\$51.76*	\$101.32*	\$462.49*	\$11.96*	\$11.96*	\$11.96*
2 Wire Digital Designed Metallic ULL with ISDN Loop Extension Electronics	\$51.76*	\$101.32*	\$462.49*	\$11.96*	\$11.96*	\$11.96*
4-Wire DS-1-compatible Digital Grade	\$10.19*	\$10.19*	\$10.19*	\$0.00*	\$0.00*	\$0.00*
2 Wire ADSL compatible ULL (up to 12,000 feet)	\$51.76*	\$101.32*	\$462.49*	\$11.96*	\$11.96*	\$11.96*
2 Wire ADSL compatible ULL (up to 12,000 feet) with Bridged Tap removal	\$51.76*	\$101.32*	\$462.49*	\$11.96*	\$11.96*	\$11.96*
2 Wire ADSL compatible ULL (up to 18,000 feet)	\$51.76*	\$101.32*	\$462.49*	\$11.96*	\$11.96*	\$11.96*
2 Wire ADSL compatible ULL (up to 18,000 feet) with Bridged Tap removed	\$51.76*	\$101.32*	\$462.49*	\$11.96*	\$11.96*	\$11.96*
2 Wire Digital Designed Metallic ULL (up to 30,000 Feet) Non-loaded with Bridged Tap options	\$51.76*	\$101.32*	\$462.49*	\$11.96*	\$11.96*	\$11.96*
2-Wire HDSL compatible ULL (up to 12,000 feet)	\$51.76*	\$101.32*	\$462.49*	\$11.96*	\$11.96*	\$11.96*
2 Wire HDSL compatible ULL (up to 12,000 feet) with Bridged Tap Removal	\$51.76*	\$101.32*	\$462.49*	\$11.96*	\$11.96*	\$11.96*
4-Wire HDSL compatible ULL (up to 12,000 feet)	\$10.19*	\$10.19*	\$10.19*	\$0.00*	\$0.00*	\$0.00*
4 Wire HDSL compatible ULL (up to 12,000 feet) with Bridged Tap Removal	\$10.19*	\$10.19*	\$10.19*	\$0.00*	\$0.00*	\$0.00*
2 Wire SDSL compatible ULL	\$51.76*	\$101.32*	\$462.49*	\$11.96*	\$11.96*	\$11.96*
2 Wire SDSL compatible ULL with Bridged Tap removal	\$51.76*	\$101.32*	\$462.49*	\$11.96*	\$11.96*	\$11.96*
2 Wire IDSL compatible ULL (up to 18,000 feet)	\$51.76*	\$101.32*	\$462.49*	\$11.96*	\$11.96*	\$11.96*

2 Wire IDSL compatible ULL (up to 18,000 feet) with Bridged Tap removal	\$51.76*	\$101.32*	\$462.49*	\$11.96*	\$11.96*	\$11.96*
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(5) Misdirected Trouble Dispatches (charge per occasion)

- (a) Dispatch IN (to Central Office) \$75.50\*
- (b) Dispatch IN (EXPEDITE) \$102.58\*
- (c) Dispatch OUT (to Customer Premise) \$148.09\*
- (d) Dispatch OUT (EXPEDITE) \$197.49\*

**(c) Digital Loops and Digital Designed Loops (Conditioning)**

<b><u>Service or Element Description:</u></b>	<b><u>Recurring Charges:</u></b>	<b><u>Non-Recurring Charges:</u></b>
<b>Standard Digital Loops</b>	<u>All:</u>  \$.64/ Mechanized Loop Qualification/ Loop	<u>All:</u>  \$115.43/ Manual Loop Qualification/ Loop
2 Wire ADSL compatible ULL (up to 12,000 )	See Sections VIII.(a) and (b)	See Sections VIII.(a) and (b)
2 Wire ADSL compatible ULL (12,000 up to 18,000 feet)	See Sections VIII.(a) and (b)	See Sections VIII.(a) and (b)
2 Wire HDSL compatible ULL (up to 12,000 feet)	See Sections VIII.(a) and (b)	See Sections VIII.(a) and (b)
4 Wire HDSL compatible ULL (up to 12,000 feet)	See Sections VIII.(a) and (b)	See Sections VIII.(a) and (b)
2 Wire SDSL compatible ULL	See Sections VIII.(a) and (b)	See Sections VIII.(a) and (b)
2 Wire IDSL compatible ULL (up to 18,000 feet)	See Sections VIII.(a) and (b)	See Sections VIII.(a) and (b)
<b>Digital Designed Loops</b>		
2 Wire ADSL compatible ULL (up to 12,000 feet) with Bridged Tap removal	See Sections VIII.(a) and (b)	See Sections VIII.(a) and (b)
		\$220.01* Removal of one Bridged Tap per Request
		\$531.63* Removal of Multiple Bridged Taps per Loop per Request
		\$150.50* Engineering Query
		\$687.40* Engineering Work Order Charge

<b><u>Service or Element Description:</u></b>	<b><u>Recurring Charges:</u></b>	<b><u>Non-Recurring Charges:</u></b>
2 Wire ADSL compatible ULL (up to 18,000 feet) with Bridged Tap removal	See Sections VIII.(a) and (b)	See Sections VIII.(a) and (b)
		\$220.01* Removal of one Bridged Tap per Request
		\$531.63* Removal of Multiple Bridged Taps per Loop per Request
		\$150.50* Engineering Query
		\$687.40* Engineering Work Order Charge
2 Wire Digital Designed Metallic ULL (up to 30,000 Feet) Non-loaded with Bridged Tap options	See Sections VIII.(a) and (b)	See Sections VIII.(a) and (b)
		\$708.96* Required Removal of Load Coils (up to 21,000 feet)
		\$941.11* Required Removal of Load Coils (up to 27,000 feet)
		\$220.01* Removal of one Bridged Tap per Request
		\$531.63* Removal of Multiple Bridged Taps per Loop per Request
		\$150.50* Engineering Query
		\$687.40* Engineering Work Order Charge
2 Wire Digital Designed Metallic ULL with ISDN Loop Extension Electronics	See Sections VIII.(a) and (b)	See Sections VIII.(a) and (b)
		\$708.96* Required Removal of Load Coils (up to 21,000 feet)
		\$941.11* Required Removal of Load Coils (up to 27,000 feet)
		\$863.58* Addition of Range Electronics
		\$150.50* Engineering Query
		\$687.40* Engineering Work Order Charge
2 Wire HDSL compatible ULL (up to 12,000 feet) with Bridged Tap removal	See Sections VIII.(a) and (b)	See Sections VIII.(a) and (b)

<b><u>Service or Element Description:</u></b>	<b><u>Recurring Charges:</u></b>	<b><u>Non-Recurring Charges:</u></b>
		\$220.01* Removal of one Bridged Tap per Request
		\$531.63* Removal of Multiple Bridged Taps per Loop per Request
		\$150.50* Engineering Query
		\$687.40* Engineering Work Order Charge
4 Wire HDSL compatible ULL (up to 12,000 feet) with Bridged Tap removal	See Sections VIII.(a) and (b)	See Sections VIII.(a) and (b)
		\$220.01* Removal of one Bridged Tap per Request
		\$531.63* Removal of Multiple Bridged Taps per Loop per Request
		\$150.50* Engineering Query
		\$687.40* Engineering Work Order Charge
2 Wire SDSL compatible ULL with Bridged Tap removal	See Sections VIII.(a) and (b)	See Sections VIII.(a) and (b)
		\$220.01* Removal of one Bridged Tap per Request
		\$531.63* Removal of Multiple Bridged Taps per Loop per Request
		\$150.50* Engineering Query
		\$687.40* Engineering Work Order Charge
2 Wire IDSL compatible ULL (up to 18,000 feet) with Bridged Tap removal	See Sections VIII.(a) and (b)	See Sections VIII.(a) and (b)
		\$220.01* Removal of one Bridged Tap per Request
		\$531.63* Removal of Multiple Bridged Taps per Loop per Request
		\$150.50* Engineering Query
		\$687.40* Engineering Work Order Charge



## IX. UNE Remand Items

### (a) Recurring Charges

Service or Element Description:	Recurring Charges
LOOPS	
DS3 Loops Fixed	\$850.87
Loop Fiber per ¼ mi.	\$15.41
DDS loops (4-wire)	
Urban	\$70.73
Suburban	\$81.72
Rural	\$90.03
Stand-alone NID – 2 Wire	See Section XX below
Stand-alone NID – 4 Wire	
Stand-alone NID – DS1 (with smart jack)	\$6.63
<b>NID – 2 Wire per NID/month</b>	\$1.26
NID – 4 Wire per NID/month	\$1.47
TC not ready- per occasion	\$77.37
Time: first 30 minutes	\$77.37
Subsequent 30 minutes (period or part)	\$18.59

Service or Element Description:	Recurring Charges
SWITCH/PLATFORM	
<b>Centrex Platform Features</b>	
CTX Intercom	\$ 2.5758
CTX Announcement	\$ 2.0774
3-Way Conference (CTX)	\$ 0.3419
Automatic Callback	\$ 0.7965
Distinctive Ring	\$ 0.0365
Loudspeaker Paging	\$ 13.0290
Meet-Me Conference (DMS only)	\$ 1.0132
Selective Call Acceptance	\$ 0.0893
Selective Call Forwarding	\$ 0.0248
Selective Call Rejection	\$0.3015
Six Way Conference	\$1.9619
Music - on - Hold	-
Station Message Detail Record to Premise- CTX (DMS only)	\$52.0557
<b>UNE-P Combinations</b>	
# All monthly rates and usage charges associated with the individual network elements included in the UNE-P arrangements apply in accordance with rate regulations established for those elements.	

Service or Element Description:	Recurring Charges
EEL Combinations	
<u>Rates and Charges-Recurring</u>	
EEL Test Charge	
2 Wire Analog per loop	\$0.19
2 Wire Digital per loop	\$0.46
4 Wire Analog per loop	\$0.54
4 Wire Digital (56 KD) per loop	\$0.58
DS1 (1.5 mb) per loop	\$7.64
DS3 (45 mb) per loop	\$5.52

Service or Element Description:	Recurring Charges
IOF	
IOF OC3	See Section B.III. above
IOF OC12	
STS-1	
Fixed per month	\$502.16
Variable per mile per month	\$18.41

Service or Element Description:	Recurring Charges
120 DAY ITEMS	
<b>Subloops at FDI</b>	
2-wire Subloop	
Urban	\$9.24
Suburban	\$11.08
Rural	\$16.01
4-wire Subloop	
Urban	\$12.67
Suburban	\$16.03
Rural	\$25.72
Subloops at Pole, Pedestal, X-box, CEV	ICB
Subloops at RT (e.g. DSLAM)	ICB
Subloops at NID (NIDless loops)	ICB
Campus Wire- Continuous Property	ICB
House and Riser	
Building Access- per pair	\$0.47
Floor Access- per floor riser, per pair	\$0.01
Dark Fiber Loops	
Dark Fiber Loops	
Dark Fiber - per 1/4 Mile (per loop/month)	\$23.56
Customer premise FDF (per loop/month)	\$7.23
Switch premise FDF (per loop/month)	\$25.80
Dark Fiber IOF	
Dark Fiber – IOF- per Mile (per loop/month)	\$71.12
Serving CO (per loop/month)	\$25.80
Channel Termination-	
Per 1/4 Mile (per loop/month)	\$17.78
POP FDF	\$16.80

(b) Non-Recurring Charges

Service or Element Description:	New Service
LOOPS	
<b>DS3 Loops</b>	
Service Order	\$23.63
Service Order – Expedite	\$35.04
Manual Intervention Surcharge	\$0.00
Manual Intervention Surcharge- Expedite	\$0.00
Service Connection -Other	\$198.44
Service Connection -Other- Expedite	\$226.00
Service Connection – CO Wiring	\$301.23
Service Connection- CO Wiring- Expedite	\$426.90
Installation Dispatch Out	\$89.86
Installation Dispatch Out- Expedite	\$89.86
<b>DDS Loops (4 Wire)</b>	
<b>Service Order</b>	\$64.44
Service Order – Expedite	\$95.55
Manual Intervention Surcharge	\$6.87
Manual Intervention Surcharge- Expedite	\$10.19
Service Connection -Other	\$123.55
Service Connection -Other- Expedite	\$123.55
Service Connection – CO Wiring	\$39.87
Service Connection- CO Wiring- Expedite	\$39.87
Installation Dispatch Out	\$89.86
Installation Dispatch Out- Expedite	\$89.86
Stand-alone NID – 2 Wire, Stand-alone NID – 4 Wire, Stand-alone NID – DS1	
Service Order	\$0.00
Service Order – Expedite	\$0.00
Manual Intervention Surcharge	\$21.05
Manual Intervention Surcharge- Expedite	\$31.21
Installation Dispatch Out	\$51.13
Installation Dispatch Out- Expedite	\$67.71

Service or Element Description:	New Service	Migration
<b>SWITCH/PLATFORM</b>		

<b>UNE Centrex platform</b>		
Single Link		
Service Order	\$0.00	\$0.00
Service Order – Expedite	\$0.00	\$0.00
Manual Intervention Surcharge	\$21.05	\$40.38
Manual Intervention Surcharge- Expedite	\$31.21	\$59.88
Service Connection –Other	\$2.54	\$2.14
Service Connection -Other- Expedite	\$2.54	\$2.14
Service Connection – CO Wiring	\$9.87	N/A
Service Connection- CO Wiring- Expedite	\$9.87	N/A
Installation Dispatch Out	\$73.93	N/A
Installation Dispatch Out- Expedite	\$73.93	N/A
2 to 9 links		
Service Order	\$0.00	\$14.18
Service Order – Expedite	\$0.00	\$21.02
Manual Intervention Surcharge	\$61.86	\$70.88
Manual Intervention Surcharge- Expedite	\$91.73	\$105.11
Service Connection –Other	\$2.54	\$2.14
Service Connection -Other- Expedite	\$2.54	\$2.14
Service Connection – CO Wiring	\$9.87	N/A
Service Connection- CO Wiring- Expedite	\$9.87	N/A
Installation Dispatch Out	\$82.34	N/A
Installation Dispatch Out- Expedite	\$82.34	N/A
10+ Links		
Service Order	\$14.18	\$14.18
Service Order – Expedite	\$21.02	\$21.02
Manual Intervention Surcharge	\$340.24	\$300.72
Manual Intervention Surcharge- Expedite	\$504.50	\$445.90
Service Connection –Other	\$2.54	\$2.14
Service Connection -Other- Expedite	\$2.54	\$2.14
Service Connection – CO Wiring	\$9.87	N/A
Service Connection- CO Wiring- Expedite	\$9.87	N/A
Installation Dispatch Out	\$89.42	N/A
Installation Dispatch Out- Expedite	\$89.42	N/A
<b>UNE ISDN Centrex Platform</b>	<b>New Service</b>	<b>Migration</b>
Single Link		
Service Order	\$21.48	\$0.00
Service Order – Expedite	\$31.85	\$0.00
Manual Intervention Surcharge	\$21.05	\$40.38
Manual Intervention Surcharge- Expedite	\$31.21	\$59.88
Service Connection –Other	\$2.54	\$2.14
Service Connection -Other- Expedite	\$2.54	\$2.14

Service Connection – CO Wiring	\$9.87	NA
Service Connection- CO Wiring- Expedite	\$9.87	NA
Installation Dispatch Out	\$73.93	NA
Installation Dispatch Out- Expedite	\$73.93	NA
2 to 9 Links		
Service Order	\$21.48	\$14.18
Service Order – Expedite	\$31.85	\$21.02
Manual Intervention Surcharge	\$61.86	\$70.88
Manual Intervention Surcharge- Expedite	\$91.73	\$105.11
Service Connection –Other	\$2.54	\$2.14
Service Connection -Other- Expedite	\$2.54	\$2.14
Service Connection – CO Wiring	\$9.87	NA
Service Connection- CO Wiring- Expedite	\$9.87	NA
Installation Dispatch Out	\$82.34	NA
Installation Dispatch Out- Expedite	\$82.34	NA
10+ Links		
Service Order	\$35.66	\$14.18
Service Order – Expedite	\$52.87	\$21.02
Manual Intervention Surcharge	\$340.24	\$300.72
Manual Intervention Surcharge- Expedite	\$504.50	\$445.90
Service Connection –Other	\$2.54	\$2.14
Service Connection -Other- Expedite	\$2.54	\$2.14
Service Connection – CO Wiring	\$9.87	NA
Service Connection- CO Wiring- Expedite	\$9.87	NA
Installation Dispatch Out	\$89.42	NA
Installation Dispatch Out- Expedite	\$89.42	NA
<b>UNE ISDN-PRI Platform</b>	<b>New Service</b>	<b>Migration</b>
Service Order	\$64.44	\$64.44
Service Order – Expedite	\$95.55	\$95.55
<b>Manual Intervention Surcharge</b>	\$6.87	\$6.87
Manual Intervention Surcharge- Expedite	\$10.19	\$10.19
Service Connection –Other	\$236.12	\$76.53
Service Connection -Other- Expedite	\$282.40	\$98.37
Service Connection – CO Wiring	\$15.00	NA
Service Connection- CO Wiring- Expedite	\$21.26	NA
Installation Dispatch Out	\$89.86	NA
Installation Dispatch Out- Expedite	\$89.86	NA
<b>UNE DS1 DID / DOD / PBX Service Platform</b>	<b>New Service</b>	<b>Migration</b>
Service Order	\$64.44	\$64.44
Service Order – Expedite	\$95.55	\$95.55
Manual Intervention Surcharge	\$6.87	\$6.87
Manual Intervention Surcharge- Expedite	\$10.19	\$10.19
Service Connection –Other	\$236.12	\$76.53
Service Connection -Other- Expedite	\$282.40	\$98.37

Service Connection – CO Wiring	\$15.00	NA
Service Connection- CO Wiring- Expedite	\$21.26	NA
Installation Dispatch Out	\$89.86	NA
Installation Dispatch Out- Expedite	\$89.86	NA
<b>UNE Coin/PAL Platform Service</b>	<b>New Service</b>	<b>Migration</b>
Single Link		
Service Order	\$0.00	\$0.00
Service Order – Expedite	\$0.00	\$0.00
Manual Intervention Surcharge	\$21.05	\$40.38
Manual Intervention Surcharge- Expedite	\$31.21	\$59.88
Service Connection –Other	\$2.54	\$2.14
Service Connection -Other- Expedite	\$2.54	\$2.14
Service Connection – CO Wiring	\$9.87	NA
Service Connection- CO Wiring- Expedite	\$9.87	NA
Installation Dispatch Out	\$73.93	NA
Installation Dispatch Out- Expedite	\$73.93	NA
2 to 9 Links		
Service Order	\$0.00	\$14.18
Service Order – Expedite	\$0.00	\$21.02
Manual Intervention Surcharge	\$61.86	\$70.88
Manual Intervention Surcharge- Expedite	\$91.73	\$105.11
Service Connection –Other	\$2.54	\$2.14
Service Connection -Other- Expedite	\$2.54	\$2.14
Service Connection – CO Wiring	\$9.87	NA
Service Connection- CO Wiring- Expedite	\$9.87	NA
Installation Dispatch Out	\$82.34	NA
Installation Dispatch Out- Expedite	\$82.34	NA
10+ Links		
Service Order	\$14.18	\$14.18
Service Order – Expedite	\$21.02	\$21.02
Manual Intervention Surcharge	\$340.24	\$300.72
Manual Intervention Surcharge- Expedite	\$504.50	\$445.90
Service Connection –Other	\$2.54	\$2.14
Service Connection -Other- Expedite	\$2.54	\$2.14
Service Connection – CO Wiring	\$9.87	NA
Service Connection- CO Wiring- Expedite	\$9.87	NA
Installation Dispatch Out	\$89.42	NA
Installation Dispatch Out- Expedite	\$89.42	NA
<b>UNE POTS Platform</b>	<b>New Service</b>	<b>Migration</b>
Single Link		
Service Order	\$0.00	\$0.00
Service Order – Expedite	\$0.00	\$0.00
Manual Intervention Surcharge	\$21.05	\$40.38

Manual Intervention Surcharge- Expedite	\$31.21	\$59.88
Service Connection –Other	\$2.54	\$2.14
Service Connection -Other- Expedite	\$2.54	\$2.14
Service Connection – CO Wiring	\$9.87	NA
Service Connection- CO Wiring- Expedite	\$9.87	NA
Installation Dispatch Out	\$73.93	NA
Installation Dispatch Out- Expedite	\$73.93	NA
2 to 9 Links		
Service Order	\$0.00	\$14.18
Service Order – Expedite	\$0.00	\$21.02
Manual Intervention Surcharge	\$61.86	\$70.88
Manual Intervention Surcharge- Expedite	\$91.73	\$105.11
Service Connection –Other	\$2.54	\$2.14
Service Connection -Other- Expedite	\$2.54	\$2.14
Service Connection – CO Wiring	\$9.87	NA
Service Connection- CO Wiring- Expedite	\$9.87	NA
Installation Dispatch Out	\$82.34	NA
Installation Dispatch Out- Expedite	\$82.34	NA
10+ Links		
Service Order	\$14.18	\$14.18
Service Order – Expedite	\$21.02	\$21.02
Manual Intervention Surcharge	\$340.24	\$300.72
Manual Intervention Surcharge- Expedite	\$504.50	\$445.90
Service Connection –Other	\$2.54	\$2.14
Service Connection -Other- Expedite	\$2.54	\$2.14
Service Connection – CO Wiring	\$9.87	NA
Service Connection- CO Wiring- Expedite	\$9.87	NA
Installation Dispatch Out	\$89.42	NA
Installation Dispatch Out- Expedite	\$89.42	NA
<b>UNE ISDN BRI Platform</b>	<b>New Service</b>	<b>Migration</b>
Single Link		
Service Order	\$21.48	\$0.00
Service Order – Expedite	\$31.85	\$0.00
Manual Intervention Surcharge	\$21.05	\$40.38
Manual Intervention Surcharge- Expedite	\$31.21	\$59.88
Service Connection –Other	\$2.54	\$2.14
Service Connection -Other- Expedite	\$2.54	\$2.14
Service Connection – CO Wiring	\$9.87	NA
Service Connection- CO Wiring- Expedite	\$9.87	NA
Installation Dispatch Out	\$73.93	NA
Installation Dispatch Out- Expedite	\$73.93	NA
2 to 9 Links		
Service Order	\$21.48	\$14.18
Service Order – Expedite	\$31.85	\$21.02



Manual Intervention Surcharge	\$61.86	\$70.88
Manual Intervention Surcharge- Expedite	\$91.73	\$105.11
Service Connection –Other	\$2.54	\$2.14
Service Connection -Other- Expedite	\$2.54	\$2.14
Service Connection – CO Wiring	\$9.87	NA
Service Connection- CO Wiring- Expedite	\$9.87	NA
Installation Dispatch Out	\$82.34	NA
Installation Dispatch Out- Expedite	\$82.34	NA
10+ Links		
Service Order	\$35.66	\$14.18
Service Order – Expedite	\$52.87	\$21.02
Manual Intervention Surcharge	\$340.24	\$300.72
Manual Intervention Surcharge- Expedite	\$504.50	\$445.90
Service Connection –Other	\$2.54	\$2.14
Service Connection -Other- Expedite	\$2.54	\$2.14
Service Connection – CO Wiring	\$9.87	NA
Service Connection- CO Wiring- Expedite	\$9.87	NA
Installation Dispatch Out	\$89.42	NA
Installation Dispatch Out- Expedite	\$89.42	NA
<b>UNE Foreign Exchange (FX)- Platform - POTS</b>	<b>New Service</b>	<b>Migration</b>
Single Link		
Service Order	\$0.00	\$0.00
Service Order – Expedite	\$0.00	\$0.00
Manual Intervention Surcharge	\$21.05	\$40.38
Manual Intervention Surcharge- Expedite	\$31.21	\$59.88
Service Connection –Other	\$200.98	\$2.14
Service Connection -Other- Expedite	\$228.54	\$2.14
Service Connection – CO Wiring	\$129.10	NA
Service Connection- CO Wiring- Expedite	\$171.92	NA
Installation Dispatch Out	\$73.93	NA
Installation Dispatch Out- Expedite	\$73.93	NA
2 to 9 Links		
Service Order	\$0.00	\$14.18
Service Order – Expedite	\$0.00	\$21.02
Manual Intervention Surcharge	\$61.86	\$70.88
Manual Intervention Surcharge- Expedite	\$91.73	\$105.11
Service Connection –Other	\$200.98	\$2.14
Service Connection -Other- Expedite	\$228.54	\$2.14
Service Connection – CO Wiring	\$129.10	NA
Service Connection- CO Wiring- Expedite	\$171.92	NA
Installation Dispatch Out	\$82.34	NA
Installation Dispatch Out- Expedite	\$82.34	NA
10+ Links		
Service Order	\$14.18	\$14.18
Service Order – Expedite	\$21.02	\$21.02

Manual Intervention Surcharge	\$340.24	\$300.72
Manual Intervention Surcharge- Expedite	\$504.50	\$445.90
Service Connection –Other	\$200.98	\$2.14
Service Connection -Other- Expedite	\$228.54	\$2.14
Service Connection – CO Wiring	\$129.10	NA
Service Connection- CO Wiring- Expedite	\$171.92	NA
Installation Dispatch Out	\$89.42	NA
Installation Dispatch Out- Expedite	\$89.42	NA
<b>UNE Foreign Exchange (FX) Platform- ISDN-BRI</b>		
Single Link		
Service Order	\$21.48	\$0.00
Service Order – Expedite	\$31.85	\$0.00
Manual Intervention Surcharge	\$21.05	\$40.38
Manual Intervention Surcharge- Expedite	\$31.21	\$59.88
Service Connection –Other	\$200.98	\$2.14
Service Connection -Other- Expedite	\$228.54	\$2.14
Service Connection – CO Wiring	\$129.10	NA
Service Connection- CO Wiring- Expedite	\$171.92	NA
Installation Dispatch Out	\$73.93	NA
Installation Dispatch Out- Expedite	\$73.93	NA
2 to 9 Links		
Service Order	\$21.48	\$14.18
Service Order – Expedite	\$31.85	\$21.02
Manual Intervention Surcharge	\$61.86	\$70.88
Manual Intervention Surcharge- Expedite	\$91.73	\$105.11
Service Connection –Other	\$200.98	\$2.14
Service Connection -Other- Expedite	\$228.54	\$2.14
Service Connection – CO Wiring	\$129.10	NA
Service Connection- CO Wiring- Expedite	\$171.92	NA
Installation Dispatch Out	\$82.34	NA
Installation Dispatch Out- Expedite	\$82.34	NA
10+ Links		
Service Order	\$35.66	\$14.18
Service Order – Expedite	\$52.87	\$21.02
Manual Intervention Surcharge	\$340.24	\$300.72
Manual Intervention Surcharge- Expedite	\$504.50	\$445.90
Service Connection –Other	\$200.98	\$2.14
Service Connection -Other- Expedite	\$228.54	\$2.14
Service Connection – CO Wiring	\$129.10	NA
Service Connection- CO Wiring- Expedite	\$171.92	NA
Installation Dispatch Out	\$89.42	NA
Installation Dispatch Out- Expedite	\$89.42	NA
<b>UNE Foreign Exchange (FX) Platform- ISDN-PRI</b>		
Service Order	\$64.44	\$64.44

Service Order – Expedite	\$95.55	\$95.55
Manual Intervention Surcharge	\$6.87	\$6.87
Manual Intervention Surcharge- Expedite	\$10.19	\$10.19
Service Connection –Other	\$434.56	\$76.53
Service Connection -Other- Expedite	\$508.40	\$98.37
Service Connection – CO Wiring	\$191.07	NA
Service Connection- CO Wiring- Expedite	\$254.16	NA
Installation Dispatch Out	\$89.86	NA
Installation Dispatch Out- Expedite	\$89.86	NA
<b>UNE Foreign Exchange (FX) Platform- DS1 DID / DOD / PBX</b>		
Service Order	\$64.44	\$64.44
Service Order – Expedite	\$95.55	\$95.55
Manual Intervention Surcharge	\$6.87	\$6.87
Manual Intervention Surcharge- Expedite	\$10.19	\$10.19
Service Connection –Other	\$434.56	\$76.53
Service Connection -Other- Expedite	\$508.40	\$98.37
Service Connection – CO Wiring	\$191.07	NA
Service Connection- CO Wiring- Expedite	\$254.16	NA
Installation Dispatch Out	\$89.86	NA
Installation Dispatch Out- Expedite	\$89.86	NA

Service or Element Description:	New Service
EEL	
Special Access to UNE Conversion	TBD
Loop-Transport-Loop (Point-Point Private Line)	TBD
EEL Combinations with DDS	TBD

Service or Element Description:	New Service
IOF	
IOF OC3	See Section B.III above
IOF OC12	
STS-1	
Service Order	\$23.63
Service Order – Expedite	\$35.04
Manual Intervention Surcharge	\$0.00
Manual Intervention Surcharge- Expedite	\$0.00
Service Connection –Other	\$198.44
Service Connection -Other- Expedite	\$226.00
Service Connection – CO Wiring	\$301.23
Service Connection- CO Wiring- Expedite	\$426.90
IOF OC48	See B.III. above

Service or Element Description:	New Service
<b>120 Days Items</b>	
<b>Subloops at FDI</b>	
<b>UNE Subloop Arrangement (USLA) 2 Wire -New</b>	
<b>Initial</b>	
Service Order	\$21.48
Service Order – Expedite	\$31.85
Manual Intervention Surcharge	\$21.05
Manual Intervention Surcharge- Expedite	\$31.21
Service Connection –Other	\$1.60
Service Connection -Other- Expedite	\$1.60
Installation Dispatch Out	\$119.70
Installation Dispatch Out- Expedite	\$158.52
<b>Additional</b>	
Service Order	\$21.48
Service Order – Expedite	\$31.85
Manual Intervention Surcharge	\$21.05
Manual Intervention Surcharge- Expedite	\$31.21

Service Connection –Other	\$1.60
Service Connection -Other- Expedite	\$1.60
Installation Dispatch Out	\$46.83
Installation Dispatch Out- Expedite	\$62.02
<b>Subloop 2 Wire Loop Through – UNE Subloop Arrangement (USLA)- (Migration)</b>	
<b>Initial</b>	
Service Order	\$21.48
Service Order – Expedite	\$31.85
Manual Intervention Surcharge	\$21.05
Manual Intervention Surcharge- Expedite	\$31.21
Service Connection –Other	\$49.63
Service Connection -Other- Expedite	\$49.63
Installation Dispatch Out	\$136.35
Installation Dispatch Out- Expedite	\$180.57
<b>Additional</b>	
Service Order	\$21.48
Service Order – Expedite	\$31.85
Manual Intervention Surcharge	\$21.05
Manual Intervention Surcharge- Expedite	\$31.21
Service Connection –Other	\$49.63
Service Connection -Other- Expedite	\$49.63
Installation Dispatch Out	\$63.16
Installation Dispatch Out- Expedite	\$85.65
<b>UNE Subloop Arrangement (USLA) 4 Wire – New</b>	
<b>Initial</b>	
Service Order	\$64.44
Service Order – Expedite	\$95.55
Manual Intervention Surcharge	\$6.87
Manual Intervention Surcharge- Expedite	\$10.19
Service Connection –Other	\$1.60
Service Connection -Other- Expedite	\$1.60
Installation Dispatch Out	\$150.49
Installation Dispatch Out- Expedite	\$199.30
<b>Additional</b>	
Service Order	\$64.44
Service Order – Expedite	\$95.55
Manual Intervention Surcharge	\$6.87
Manual Intervention Surcharge- Expedite	\$10.19
Service Connection –Other	\$1.60
Service Connection -Other- Expedite	\$1.60
Installation Dispatch Out	\$82.50
Installation Dispatch Out- Expedite	\$109.26

<b>Subloop 4 Wire Loop Through – UNE Subloop Arrangement (USLA)- (Migration)</b>	
<b>Initial</b>	
Service Order	\$64.44
Service Order – Expedite	\$95.55
Manual Intervention Surcharge	\$6.87
Manual Intervention Surcharge- Expedite	\$10.19
Service Connection –Other	\$49.63
Service Connection –Other- Expedite	\$49.63
Installation Dispatch Out	\$152.61
Installation Dispatch Out- Expedite	\$202.10
<b>Additional</b>	
Service Order	\$64.44
Service Order – Expedite	\$95.55
Manual Intervention Surcharge	\$6.87
Manual Intervention Surcharge- Expedite	\$10.19
Service Connection –Other	\$49.63
Service Connection –Other- Expedite	\$49.63
Installation Dispatch Out	\$75.94
Installation Dispatch Out- Expedite	\$100.57
Subloops at Pole, Pedestal, X-box, CEV	ICB
Subloops at Pole, Pedestal, X-box, CEV	ICB
Subloops at RT (e.g. DSLAM)	ICB
Subloops at NID (NIDless loops)	ICB
Campus Wire- Continuous Property	ICB
<b>House and Riser</b>	
Building Setup Service Cost Per 50 pair	\$112.00
House and Riser Cable Service Installation Charge, -Per occasion	Time & Material
Time:	
First 30 minutes	\$77.37*
Subsequent 30 minutes Period or fraction thereof	\$18.59*
TC not Ready (per occasion)	\$77.37*
* A dispatch of a technician during hours not sequential to that technician's normal scheduled tour of duty has a four-hour minimum charge.	
NIDless Loop	ICB

Dark Fiber Loops	
Service Order Charge	
Service Order	\$61.39

Service Order – Expedite	\$90.39
Service Connection Charge	
Service Connection CO Wiring	\$36.20
Service Connection CO Wiring –Expedite	\$51.01
Provisioning	
Normal	\$195.74
Expedite	\$271.41
Field Installation Dispatch Out	
Normal	\$142.99
Expedite	\$189.36
Dark Fiber IOF	
Service Order Charge	
Service Order	\$61.39
Service Order – Expedite	\$90.39
Service Connection Charge	
Service Connection CO Wiring	\$40.04
Service Connection CO Wiring –Expedite	\$56.42
Provisioning	
Normal	\$210.15
Expedite	\$268.89
Field Installation Dispatch Out	
Normal	\$142.99
Expedite	\$189.36
Dark Fiber Loops /IOF	
Record Review- per record	\$293.60
Time & materials	
Facilities Mgt. Ctr- Planning per Labor rate/hr	\$51.21
Facilities Mgt. Ctr- Planning – Expedite per Labor rate/hr	\$72.24
Facilities Mgt. Ctr- Design per Labor rate/hr	\$51.21
Facilities Mgt. Ctr- Design – Expedite per Labor rate/hr	\$72.24
OSP Operations/Splicing- Labor rate/hr	\$50.01
OSP Operations/Splicing- Expedite- Labor rate/hr	\$68.20
CO Frame – Labor rate/hr	\$39.48
CO Frame – Expedite-Labor rate/hr	\$55.95

**X. Unbundled IOF**

**A. Monthly Recurring Charges**

(1) Dedicated Transport:		
Facility (per month)	Interoffice Mileage FIXED	Interoffice Mileage / MILE
DS-1	\$103.27*	\$0.22*
DS-3	\$791.63*	\$6.22*
OC-3	\$1,455.74*	\$18.65*
OC-12	\$3,575.40*	\$74.59*

(2) Service Access Charge: IOF	(per month)
DS-1	\$1.85*
DS-3	\$27.84*
OC-3	\$22.14*
OC-12	\$22.14*

(3) Unbundled Multiplexing		
DS-1 to DS-0 (1/0 Mux)	(per mux/per month)	\$503.49*
DS-3 to DS-1 (3/1 Mux)	(per mux/per month)	\$211.97*

## B. Non-Recurring Charges

Standard Interval	DS-1	DS-3	OC-3	OC-12
(1) Service Order (per order)	\$23.63*	\$23.63*	\$23.63*	\$23.63*
(2) Manual Intervention Surcharge (per order)	\$0.00*	\$0.00*	\$0.00*	\$0.00*
(3) Service Connection: Provisioning (per facility)	\$198.44*	\$198.44*	\$198.44*	\$222.72*
(4) Service Connection: Installation (per facility)	\$136.20*	\$301.23*	\$301.23*	\$377.82*
Expedited Interval	DS-1	DS-3	OC-3	OC-12
(1) Service Order (per order)	\$35.04*	\$35.04*	\$35.04*	\$35.04*
(2) Manual Intervention Surcharge (per order)	\$0.00*	\$0.00*	\$0.00*	\$0.00*
(3) Service Connection: Provisioning (per facility)	\$226.00*	\$226.00*	\$226.00*	\$260.06*
(4) Service Connection: Installation (per facility)	\$193.03*	\$426.90*	\$426.90*	\$535.44*



# XI. Unbundled Common Channel Signaling and Call-Related Database Access

Rate Element	UNIT	RATE
TC Switched Service-Optional Features		
<u>SS7 Signaling Modifications</u>		
Re-Home D-Link	Per Pair	\$188.00*
A-Link to D-Link Conversion	Per Pair	\$141.00*
Change in Hub Providers	Per Pair	\$94.00*
NPA/NXX Input Charge	Per 10 Codes	\$23.50*
<u>Common Channel Signaling</u>		
STP Port	Port/Month	\$752.00*
Service Access Charge	Port/Month	\$0.60*
Signaling Usage Rate	Per Message	\$0.000195*
Assumed Usage	Port/month	\$0.200000*
Service Order Charge	Per Request	\$64.44*
STP Order Processing Charge	Per Request	\$288.67*
Installation Charge	Per Pair	\$96.07*
<u>STP Translation Charges: A-Links</u>		
Basic ISUP	Per STP Pair	\$141.00*
ISUP + TCAP	Per STP Pair	\$188.00*
800 DB Queries	Per STP Pair	\$94.00*
LIDB Queries	Per STP Pair	\$94.00*
Class Features	Per STP Pair	\$94.00*
NPA/Nxx Input Charge	Per 10 Codes	\$23.50*
Calling Name	Per STP Pair	\$94.00*
AIN Queries (Verizon)	Per STP Pair	\$94.00*
TC to TC (Telephone Carrier)	Per STP Pair	\$141.00*
<u>STP Translation Charges: D-Links</u>		
Basic ISUP	Per STP Pair	\$235.00*
ISUP + TCAP	Per STP Pair	\$329.00*
800 DB Queries	Per STP Pair	\$94.00*
LIDB Queries	Per STP Pair	\$94.00*
Class Features	Per STP Pair	\$94.00*
NPA/Nxx Input Charge	Per 10 Codes	\$23.50*
Calling Name	Per STP Pair	\$94.00*
AIN Queries (Verizon)	Per STP Pair	\$141.00*
TC to TC (Telephone Carrier)	Per STP Pair	\$141.00*
Subsequent STP Translations	TC Orig. Pt.	\$47.00*
End Office Translations	TC Orig. Pt.	\$7.99*
<u>Testing Set-Up</u>	<u>Per TC Switch &amp; TELCO STP Pair</u>	
MTP: Levels 2 & 3		\$522.48*
ISUP		\$522.48*
800 DB Queries		\$65.31*
LIDB Queries		\$65.31*
Class Features		\$65.31*

Rate Element	UNIT	RATE
Calling Name		\$65.31*
Testing	Per TC Switch & TELCO STP Pair	
MTP: Levels 2 & 3		\$694.24*
ISUP		\$1,041.36*
800 DB Queries		\$86.78*
LIDB Queries		\$43.39*
Class Features		\$43.39*
Calling Name		\$43.39*

#### Service Management System

Rate Element	UNIT	RATE
<b>Development Charges</b>		
Service Establishment (NRC)		ICB
Service Creation Access Port	Port/month	ICB
Service Creation Usage		
Remote Access	Per day	ICB
On-Premise Access	Per day	ICB
Certification & Testing	Per hour (rounded to 1/4 hr.)	ICB
Help Desk Support	Per hour (rounded to 1/4 hr.)	ICB
AIN ISCP Record Provisioning	Per 15 min.	ICB
<b>Deployment Charges</b>		
AIN ISCP & Record Charge	Per line/month	ICB
AIN ISCP Query & Resp. Message Charge	Per ACU/Query	ICB
Trigger Charge	Per Query	ICB
SS7 & Transport for AIN Message	Per Query	ICB

## XII. Operations Support Systems

**A.1.** Rates for access to, development, maintenance and use of Operations Support Systems, as related to the provision of unbundled Network Elements during recover period:

OSS for UNE Providers		
(1) Access to Electronic Interface	(per month)	\$4,993.00*
(2) Transaction Cost	(per transaction)	\$1.25*
(3) Customer Record Retrieval	(per view)	\$0.14*
(4) Record Change Charge	(per change)	\$10.74*
(5) Design Change Charge	(per change)	\$10.74*
(6) Customer Loop Information	(per loop)	\$9.12*
(7) Data entry search (15 minute period)	(per period)	\$10.74*
(8) Out of scope request	(per request)	ICB

**A.2.** Rates for access to, development, maintenance and use of Operations Support Systems, as related to the provision of unbundled Network Elements after recovery period:

OSS for UNE Providers		
(1) Electronic Interface Maintenance Chg.	(per transaction)	\$0.41
(2) Customer Record Retrieval	(per view)	\$0.14*
(3) Record Change Charge	(per change)	\$10.74*
(4) Design Change Charge	(per change)	\$10.74*
(5) Customer Loop Information	(per loop)	\$9.12*
(6) Data entry search (15 minute period)	(per period)	\$10.74*
(7) Out of scope request	(per request)	ICB

**B.1.** Rates for all access to, development, maintenance and use of Operations Support Systems, as related to the provision of Resale during the recovery period:

OSS for Resellers		
(1) Recurring Establishment Charge	(per month)	\$2,606.00*
(2) Non-recurring establishment charge	(per transaction)	\$1.25*
(3) Complex Order Charge	(per line)	\$16.27*
(4) Service Center Maintenance Charge	(resold line/month)	\$0.21*
(5) Customer Record Retrieval	(per view)	\$0.14*

**B.2.** Rates for all access to, development, maintenance and use of Operations Support Systems, as related to the provision of Resale after the recovery period:

OSS for Resellers		
(1) Electronic Interface Maintenance Chg	(per transaction)	\$0.41*
(2) Complex Order Charge	(per line)	\$16.27*
(3) Service Center Maintenance Charge	(resold line/month)	\$0.21*
(4) Customer Record Retrieval	(per view)	\$0.14*

**XIII. 911/E911 Interconnection**

Monthly Rate:

- A. \$252.00\* per month for an unequipped DS1 Port and \$100\* per month per voice grade trunk activated and equipped on the DS1 port.
- B. \$0.05\* per line per month for unbundled local Switching Element.

**XIV. Wholesale Discounts<sup>5</sup>**

Monthly discounts (per qualifying retail rate):

- A. Where Fuzion purchases Verizon-provided Operator Services
  - (1) Business 23.76% \*
  - (2) Residence 19.80% \*
- B. Where Fuzion does not purchase Verizon Operator Services
  - (1) Business 25.74% \*
  - (2) Residence 23.03% \*

**XV. A. Unbundled Directory Assistance Services**

- (1) Directory Assistance

(Per  
request)

Each Request for Information per one telephone number, with Verizon branding  
\$0.366425\*

Each Request for Information per one telephone number, with CLEC branding  
\$0.366425\*

Each Request for Information per one telephone number, without branding  
\$0.301954\*

<sup>5</sup> In compliance with the FCC Order approving the Merger of GTE Corporation and Bell Atlantic (CC Docket No. 98-1840), Verizon will offer limited duration promotional discounts on resold residential exchange access lines. The terms and conditions on which these promotional discounts are being made available can be found on Verizon's web site, at <http://www.gte.com/wise> for former GTE service areas and <http://www.bell-atl.com/wholesale/html/resources.htm> for former Bell Atlantic service areas.

Branding surcharge per call (if applicable)  
\$0.064471\*

(2) Directory Assistance Call Completion (Per request)

DA Request + Call Completion (DACC) #  
Each Request for Information per one telephone  
number, with CLEC branding or with NYNEX branding  
plus call completion  
\$0.646925\*

Each Request for Information per one telephone  
number, without branding plus call completion \$0.582454\*

DACC Surcharge per call  
\$0.280500\*

#These rates are in addition to the applicable UTTC, TTSC & UNRCC or UCRCC charges.

(3) Direct Access to Directory Assistance (DADA)

Monthly Access Charge \$4,000.00\*  
Each Search Request  
\$0.037\*

(4) Verizon recording of Fuzion Branding Announcement ICB\*

Rate

B. Inward Operator Services #

(1) BLV (per work second)  
\$0.025444\*  
(2) BLV/I (per work second)  
\$0.025444\*  
(3) Branding surcharge per call (if applicable)  
\$0.064471\*

C. 0+/Mechanized Operator Calls #

(1) Calling Card (per request)  
\$0.110126\*  
(2) Collect (per request)  
\$0.148000\*  
(3) Third Number (per request)  
\$0.148000\*  
(4) Branding surcharge per call (if applicable)  
\$0.064471\*

#These rates are in addition to the applicable UTTC, TTSC & UNRCC or UCRCC charges.

D. 0- Operator Handled Calls #

\$0.013711*	(1)	Per work second
\$0.148000*	(2)	Collect & Bill to Third Number (per request)
\$0.064471*	(3)	Branding surcharge per call (if applicable)

#These rates are in addition to the applicable UTTC, TTSC & UNRCC or UCRCC charges.

E.	Operator Emergency Bulletin Service state bulletin (per year)	\$17.99*		
			<u>Recurring</u>	<u>Non-</u>
			<u>recurring</u>	
F.	TOPS Trunk Port (DS-1) Service Access Charge -Per TOPS Port (DS-1)	\$366.48* \$1.85*		129.28* N/A
G.	IOF mileage for Dedicated Trunk Transport Mileage charge, per mile per month	\$140.01* \$0.66*		

#### XVI. Customer Usage Detail Charges

Record Charges		
• Per record processed (EMR format)		\$0.004096*
• Per record processed (Tandem Subtending Arrangement/EMR)		
	\$0.004096*	
• Per record transmitted		
	\$0.000118*	
• Per tape/cartridge		\$20.12*

#### XVII. Time and Materials Charges

Labor Rate, Per Hour or Fraction thereof		
• Service Representative - Regular		\$42.96*
• Service Representative - Expedited	\$63.70*	
• Technician - Regular	\$44.27 *	
• Technician - Expedited	\$58.84 *	

#### XVIII. Unbundled Local Switching

##### A. Monthly Recurring Charges

Dedicated Local Switch Ports	Urban	Suburban	Rural
(per month)			
(1) Local Switching Analog Port	\$2.24*	\$2.07*	\$1.82*

(2) Local Switching Integrated DLC Port (TR-08) per interface group (consisting of 4 DS1 ports)	\$457.92*	\$445.44*	\$705.60*
(3) Local Switching DS1 DID/DOD/PBX Port Per DS1 trunk port	\$73.92*	\$68.88*	\$64.32*
(4) Local Switching ISDN-BRI Port	\$26.55*	\$30.84*	\$29.11*
(5) Local Switching ISDN-PRI Port	\$412.80*	\$371.84*	\$371.84*
(6) Local Switching Digital Trunk Port per DS1	\$167.04*	\$162.48*	\$176.40*

Local Switching Port Additives (Features)	Urban	Suburban	Rural
(per month)			
(1) Centrex	\$0.7767*	\$0.7767*	\$0.7767*
(2) Ringmate	\$0.9267*	\$0.9267*	\$0.9267*
(3) Three-Way Calling	\$0.3451*	\$0.3517*	\$0.3300*
(4) Speed Calling	\$0.000900*	\$0.000900*	\$0.000900*
(5) Call Waiting	\$0.000400*	\$0.000400*	\$0.000400*
(6) Call Forwarding - Don't Answer	\$0.000100*	\$0.000100*	\$0.000100*
(7) Call Forwarding - Busy	\$0.000100*	\$0.000100*	\$0.000100*
(8) Call Forwarding - Variable	\$0.000200*	\$0.000200*	\$0.000200*

Local Switching Usage	Urban	Suburban	Rural
(per minute of use)			
(1) Local Switching Trunk Port (Day)	\$0.000863*	\$0.000904*	\$0.000925*
(2) Local Switching Trunk Port (Eve)	\$0.001096*	\$0.001149*	\$0.001176*
(3) Local Switching Trunk Port (Night)	\$0.000000*	\$0.000000*	\$0.000000*
(4) Local Switching Usage (Day)	\$0.003197*	\$0.005262*	\$0.009101*
(3) Local Switching Usage (Eve)	\$0.003871*	\$0.006074*	\$0.010106*
(4) Local Switching Usage (Night)	\$0.000707*	\$0.002263*	\$0.005389*

Shared Interoffice Trunking and Tandem Resources	Statewide
(per minute of use)	
(1) Unbundled Shared Tandem Transport Charge (UTTC) (Day)	\$0.001870*
(2) Unbundled Shared Tandem Transport Charge (UTTC) (Eve)	\$0.000550*
(3) Unbundled Shared Tandem Transport Charge (UTTC) (Night)	\$0.000000*
(4) Unbundled Common Transport Charge (UCTC) (Day)	\$0.000886*
(5) Unbundled Common Transport Charge (UCTC) (Eve)	\$0.001127*
(6) Unbundled Common Transport Charge (UCTC) (Night)	\$0.000000*
(7) Unbundled Toll Common Transport Charge (UTCTC) (Day)	\$0.007151*
(8) Unbundled Toll Common Transport Charge (UTCTC) (Eve)	\$0.002316*
(9) Unbundled Toll Common Transport Charge (UTCTC) (Night)	\$0.000308*
(10) Unbundled Tandem Transit Switching Charge (TTS) (Day)	\$0.011924*
(11) Unbundled Tandem Transit Switching Charge (TTS) (Eve)	\$0.004586*
(12) Unbundled Tandem Transit Switching Charge (TTS) (Night)	\$0.001542*

Service Access Charge: Switching	(per month)
Voice Grade/DS-0	\$0.30*
DS-1	\$1.85*
DS-3	\$27.84*

## B. Non-Recurring Charges

End Office Trunk Ports	Standard Interval	Expedited Interval
(1) Service Order (per order)	\$0.00*	\$0.00*
(2) Manual Intervention Surcharge (per order)	\$21.48*	\$31.85*
(3) Service charge (per port)	\$142.12*	\$188.40*
(4) Installation (CO wiring) (per port)	\$15.00*	\$21.26*

End Office Line Ports	Standard Interval
(1) Service Order (per order)	\$0.00*
(2) Manual Intervention Surcharge (per order)	\$21.48*
(3) Service charge (per port) (BRI and Analog Ports)	\$14.88*
(4) Service charge (per port) (for DS1 DID/DOD/PBX Port, PRI)	\$142.12*
(5) Installation (CO wiring) (per port) (BRI and Analog Ports),	\$9.87*
(6) Installation (CO wiring) (per port) (DS1 DID/DOD/PBX Port, PRI)	\$15.00*
(7) Integrated DLC ports are priced on an Individual Case Basis	ICB

# Integrated DLC ports are priced on an Individual Case Basis

Switching Feature Activation	Standard Interval
(1) Call Forwarding - Busy	\$0.94*
(2) Call Forwarding - Don't Answer	\$0.94*
(3) Call Forwarding - Variable	\$0.94*
(4) Call Waiting	\$0.94*
(5) Centrex Intercom Dialing	\$0.94*
(6) Custom Ringing	\$0.94*
(7) Speed Calling	\$0.94*
(8) Three Way Calling	\$0.94*
(9) Subsequent addition/change	\$0.94*

Miscellaneous Switching Charges	Standard Interval
(1) Network Design Request (per hour)	\$65.31*
(2) Line Port Traffic Study Set-Up (per study)	\$65.39*
(3) Line Port Traffic Study (per week)	\$44.61*
(4) Channel activation - subsequent	\$14.88*
(5) TC not ready	\$77.37*



**XIX. Unbundled Tandem Switching****A. Monthly Recurring Charges**

Dedicated Tandem Switch Ports	Statewide
(per month)	
(1) Tandem Switching Digital Trunk Port	\$142.56*

Tandem Switching Usage	Day
(per minute of use)	
(1) Tandem Trunk Port (Day)	\$0.003071*
(2) Tandem Trunk Port (Eve)	\$0.003903*
(3) Tandem Trunk Port (Night)	\$0.000000*
(4) Tandem Usage (Day)	\$0.002575*
(5) Tandem Usage (Eve)	\$0.002792*
(4) Tandem Usage (Night)	\$0.001776*

**B. Non-Recurring Charges**

Tandem Office Trunk Ports	Standard Interval	Expedited Interval
(1) Service Order (per port)	\$0*	\$0*
(2) Manual Intervention Surcharge (per port)	\$21.48*	\$31.85*
(3) Service charge (per order)	\$162.55*	\$214.34*
(4) Installation (CO wiring) (per port)	\$15.00*	\$21.26*

**XX. Network Interface Device (NID)**

NETWORK INTERFACE DEVICE (NID)	
Time: first 30 minutes	\$77.37*
Subsequent 30 minutes (period or part)	\$18.59*
TC not ready (per occasion)	\$77.37*
2 Wire NID (per NID/ month)	\$0.72*
4 Wire NID (per NID/ month)	\$0.86*

## **EXHIBIT B**

### **NETWORK ELEMENT BONA FIDE REQUEST**

1. Each Party shall promptly consider and analyze access to a new unbundled Network Element with the submission of a Network Element Bona Fide Request hereunder. The Network Element Bona Fide Request process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) ¶ 259 and n.603 or subsequent orders.

2. A Network Element Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element.

3. The requesting Party may cancel a Network Element Bona Fide Request at any time, but shall pay the other Party's reasonable and demonstrable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation.

4. Within ten (10) business days of its receipt, the receiving Party shall acknowledge receipt of the Network Element Bona Fide Request.

5. Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a preliminary analysis of such Network Element Bona Fide Request. The preliminary analysis shall confirm that the receiving Party will offer access to the Network Element or will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided under the Act.

6. If the receiving Party determines that the Network Element Bona Fide Request is technically feasible and otherwise qualifies under the Act, it shall promptly proceed with developing the Network Element Bona Fide Request upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.

7. Unless the Parties otherwise agree, the Network Element Requested must be priced in accordance with Section 252(d)(1) of the Act.

8. As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing the Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a Network Element Bona Fide Request quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates and the installation intervals.

9. Within thirty (30) days of its receipt of the Network Element Bona Fide Request quote, the requesting Party must either confirm its order for the Network Element Bona Fide Request pursuant to the Network Element Bona Fide Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act.

10. If a Party to a Network Element Bona Fide Request believes that the other Party is not requesting, negotiating or processing the Network Element Bona Fide Request in good faith, or disputes a determination, or price or cost quote, or is failing to act in accordance with Section 251 of the Act, such Party may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act.